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# **CITY OF HOUSTON, TEXAS**

**Department of Public Works and Engineering**



## **REQUEST FOR PROPOSALS**

**(RFP # DB15-01)**

to provide

Design-Build Services

for the

Northeast Water Purification Plant Expansion

### **PROPOSAL**

#### **SUBMITTAL DEADLINE:**

**2:00 P.M. Central Standard Time, Tuesday, October 27, 2015**

#### **PROPOSAL SUBMITTAL LOCATION:**

**Attn: Mr. Jeffrey Benjamin, Project Director**

**City of Houston  
Department of Public Works and Engineering  
611 Walker, 19th Floor  
Houston, Texas 77002**

# City of Houston, Texas

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## TABLE OF CONTENTS

<b>Section 1</b>	<b>Background.....</b>	<b>1</b>
1.1	Introduction .....	1
1.2	Respondents.....	1
1.3	Contracting Approach .....	2
1.4	City’s Objectives .....	2
1.5	Project Reference Documents .....	3
1.6	Design Criteria Package .....	3
1.7	Design-Build Agreement.....	4
1.8	Defined Terms .....	5
1.9	RFP Subject to Revision.....	5
1.10	Minority, Women and Small Business Enterprises .....	5
1.11	Bonding .....	5
<b>Section 2</b>	<b>Project Overview .....</b>	<b>6</b>
2.1	Project Scope .....	6
2.2	Project Budget and Funding .....	8
2.3	Project Schedule .....	8
2.4	Project Site.....	8
<b>Section 3</b>	<b>Design-Build Services.....</b>	<b>9</b>
3.1	Preliminary Services.....	9
3.2	Final Design and Construction Services.....	9
<b>Section 4</b>	<b>Procurement Process.....</b>	<b>11</b>
4.1	Designation of Independent Engineer .....	11
4.2	Communications with City .....	11
4.3	Public Records.....	12
4.4	Procurement Schedule .....	12
4.5	Pre-Submittal Meeting and Site Visit.....	13
4.6	Comment Period .....	13
4.7	Interviews .....	13
4.8	Withdrawal of Proposals .....	14
4.9	Validity of Proposal.....	14

## City of Houston, Texas

---

4.10	RFP Clarifications .....	14
4.11	License Requirements .....	14
4.12	Rights of the City .....	15
4.13	Limitations on Project Teams .....	16
4.14	Engineer Certification .....	16
4.15	Prohibitions on Project Team Members and Affiliates Participating on Other Project Teams .....	16
4.16	Stipend for Unsuccessful Respondent .....	16
<b>Section 5</b>	<b>Proposal Submission Requirements .....</b>	<b>18</b>
5.1	Submittal Place and Deadline .....	18
5.2	Submission Format .....	19
5.3	Submission Content .....	19
5.3.1	Cover Letter and Transmittal Letter Form .....	19
5.3.2	Part 1 – Past Performance and Key Personnel .....	20
5.3.3	Part 2 – Project Approach .....	21
5.3.4	Part 3 – Conceptual Engineering Design .....	24
5.3.5	Part 4 – Operations and Maintenance .....	26
5.3.6	Part 5 – Anticipated Problems and Proposed Solutions .....	27
5.3.7	Part 6 – Ability to Meet Schedules .....	28
5.3.8	Appendix A – Forms for Affirmation of Compliance .....	29
5.3.9	Appendix B – Resumes .....	31
5.3.10	Appendix C – Conceptual Design Drawings .....	31
5.3.11	Appendix D – Project Schedule .....	31
5.3.12	Appendix E – Financial Statements .....	31
5.3.13	Part 7 – Cost Proposal .....	33
5.3.14	Part 8 – Proposed Modifications to Draft Design-Build Agreement .....	34
<b>Section 6</b>	<b>Proposal Evaluation .....</b>	<b>35</b>
6.1	Delegation of Authority .....	35
6.2	General Evaluation Procedure .....	35
6.3	Responsiveness .....	37
6.4	Evaluation Criteria Scoring .....	37
6.5	Technical Proposal Evaluation Criteria .....	38

## City of Houston, Texas

---

6.6	Cost Proposal Evaluation Criteria .....	40
<b>Section 7</b>	<b>Miscellaneous .....</b>	<b>41</b>
7.1	Conflict of Interest .....	41
7.2	City Contractor's Pay or Play Program .....	41
7.3	City Contractor Ownership Disclosure Ordinance .....	41
7.4	City of Houston Fair Campaign Ordinance .....	41
7.5	Drug Detection and Deterrence Procedures for Contractors .....	42
7.6	Obligation to Keep Project Team Intact .....	42
7.7	Equal Opportunity/Affirmative Action .....	42
7.8	Respondent Affirmation .....	42
7.9	Respondent Proposal Development Costs .....	42
7.10	Assumption of Risks .....	43
7.11	Applicable Laws and Courts .....	43
7.12	Protests .....	43
<b>Attachment A: Definition of Terms .....</b>		<b>A-1</b>
<b>Attachment B: Project Reference Documents.....</b>		<b>B-1</b>
<b>Attachment C: Submission Forms.....</b>		<b>C-1</b>
<b>Attachment D: Design Criteria Package.....</b>		<b>D-1</b>
<b>Attachment E: Draft Design-Build Agreement.....</b>		<b>E-1</b>

## Section 1 Background

### 1.1 Introduction

The City of Houston (City) will use the design-build contracting method to deliver the Northeast Water Purification Plant (NEWPP) Expansion (Project). The two-step procurement process is being utilized by the City for selecting the entity that will serve as the design-builder for the Project (Design-Builder), as provided for by Chapter 2269, Subchapter H of the Texas Government Code (Enabling Law). The City has determined that it may use the design-build contracting method, and that the design-build method is appropriate for this single integrated water treatment project in accordance with the Enabling Law. To fund the Project, the City has entered into cost sharing agreements (Second Supplements) with each of the following four regional entities: the North Harris County Regional Water Authority, the West Harris County Regional Water Authority, the Central Harris County Regional Water Authority, and the North Fort Bend Water Authority (collectively, Authorities).

This Request for Proposals (RFP) represents the second step of the procurement process and establishes the process for soliciting and evaluating Proposals from those entities shortlisted as part of the Statement of Qualifications (SOQ) process, as identified in Section 1.2 below. Only those Respondents identified in Section 1.2 below are invited to submit a proposal in response to the RFP. The Proposals will be reviewed and evaluated in accordance with this RFP to select the Design-Builder in accordance with the Enabling Law.

The award of a Design-Build Agreement will be subject to the terms and conditions of the RFP. This RFP is not a tender or an offer.

Each Respondent must be thoroughly familiar with the scope of work and performance requirements discussed in this RFP. The City may disqualify any Respondent that fails to demonstrate such familiarity in its Proposal.

### 1.2 Respondents

The City is soliciting proposals from the following entities (“Respondents”), listed in alphabetical order:

- AB HOUSTON CONSTRUCTORS JOINT VENTURE
- GREATER HOUSTON WATER PARTNERS JOINT VENTURE
- HOUSTON WATERWORKS TEAM JOINT VENTURE

Each Respondent is reminded that it was shortlisted based on the combined qualifications of the Project Team submitted in its SOQ. Any Respondent submitting a Proposal with a Project Team from which members listed in the Respondent’s SOQ have been removed, unless otherwise specified or allowed in the RFP, may be rejected.

### 1.3 Contracting Approach

The Design-Builder's scope of work for the Project will be performed in two distinct phases under the Design-Build Agreement between the City and Design-Builder. These phases are generally described as follows:

- **Preliminary Services:** Preliminary Services under the Design-Build Agreement will generally provide for Design-Builder to: (a) perform design development; (b) perform pre-construction services; and (c) prepare, submit and negotiate a commercial proposal for Early Work Packages, if any, and Final Design and Construction services, including a Guaranteed Maximum Price (GMP) for Final Design and Construction services.
- **Final Design and Construction:** Final Design and Construction services under the Design-Build Agreement will generally provide for the Design-Builder to complete the entirety of the Project's design and construction, as well as perform post-construction tasks, such as commissioning, performance testing, and operations and maintenance (O&M) advisory services. Except for Early Work Packages, as defined in the following paragraph, a condition precedent to the commencement of Final Design and Construction services will be the agreement between the City and Design-Builder of the GMP Amendment for Final Design and Construction services, as further discussed in Section 3.2 of this RFP.
- Respondents should anticipate that there may be some elements of the Project that, for schedule or other reasons beneficial to the City, will be constructed prior to the execution of the GMP Amendment for Final Design and Construction services ("Early Work Packages"). The process for developing and ultimately agreeing upon the Early Work Packages is set forth in the Draft Design-Build Agreement, and provides, generally, that each Early Work Package will be: (a) authorized by an amendment specifying the terms and conditions of compensation payable to the Design-Builder and the completion dates associated with such work; and (b) performed in accordance with the Design-Build Agreement.

### 1.4 City's Objectives

The City's objectives for delivery of the Project are as follows:

- **Quality:** Provide treatment facilities and equipment that will be sustainable and will reliably produce the required quantities of treated water in full compliance with federal and state regulations and contractual standards for water quality over the range of raw water quality conditions.
- **Cost:** Obtain the most cost effective design and construction that will optimize the total cost of ownership for the City.
- **Schedule:** Achieve the scheduled completion dates for design, construction, and performance testing of the Project.

- **Operations and Maintenance:** Optimize operating and maintenance requirements so that the facility is capable of reliably and continuously producing treated water production requirements in a cost-effective manner over the long term.
- **Public:** Provide a safe and effective project that minimizes nuisance impacts to the public.
- **Risk:** Achieve an optimal balance of risk allocation between the City and the Design-Builder.
- **Safety:** Implement an effective safety program incorporating industry best practices.
- **Accountability:** Design-Builder to provide for a single point of accountability for performance of all services under the Design-Build Agreement.
- **Collaboration:** Provide for coordinated design development, with the Design-Builder eliciting City input in a manner that preserves Design-Builder's sole responsibility for the achievement of Project performance objectives while meeting City objectives associated with cost, quality, aesthetics and long-term operability.

### 1.5 Project Reference Documents

The documentation set forth in Attachment B (Project Reference Documents) is provided only for the purpose of giving Respondents general background information about the Project. The City makes no representation as to the accuracy or completeness of any information included in the Project Reference Documents, and Respondents assume all risks in using such information.

### 1.6 Design Criteria Package

Attachment D (Design Criteria Package) is being provided to: (a) provide sufficient information to convey the intent, goals, criteria, and objectives of the Project; and (b) permit the Respondent to: (i) assess the scope of work and the risk involved; and (ii) submit a proposal. Proposals must be based upon compliance with the requirements identified in the Design Criteria Package, provided, however, that to the extent that the Design Criteria Package includes design approaches to the Project, such approaches are not intended to constrain Respondent from developing its own design approach as it creates the Conceptual Engineering Design required under Section 5.3.4 of this RFP. Notwithstanding the content of the Indicative Design (Section 5) in the Design Criteria Package, Respondents have the discretion, using their best technical judgment, to submit design approaches, including but not limited to equipment, technology, processes and procedures, that provide the optimal solution to the City's desired treated water requirements.

Respondents shall promptly report in writing to the City any conflict, ambiguity, or discrepancy that Respondent discovers in the Design Criteria Package. Neither the City nor any consultant working by or through City shall have any responsibility for errors or misrepresentations resulting from a Respondent's use of an incomplete set of the Design Criteria Package, or failure to comply with the Design Criteria Package as stated herein.

The City considers the data provided in the Design Criteria Package to be reliable data. Respondents should evaluate the data and make a determination as to whether or not it considers this data to be:

1. Sufficient for the purpose of developing the Basis of Design under Component 1 of the Preliminary Services; or
2. Must be amended or enhanced for the purpose of developing the Basis of Design under Component 1 of the Preliminary Services.

Respondents shall identify costs for additional services for the enhancement of the data, based on the Respondent's determination above.

Respondents are advised that the standards for achieving Project acceptance as part of Substantial Completion will be based on a table of assumed raw water quality parameters derived from the historical data presented in the Design Criteria Package.

### **1.7 Design-Build Agreement**

The Respondent understands that neither this RFP nor the Proposal shall constitute a contract with the City. No contract is binding or official until Proposals are reviewed and accepted by appointed City staff; approved through the Consensus Process, as provided by the Second Supplements and by the appropriate level of authority within the City; and an official contract is duly executed by the parties.

Attachment E (Draft Design-Build Agreement) will be provided to Respondents by Addendum, and contains what is anticipated to constitute the Design-Build Agreement. Each Respondent shall review this proposed document and provide comments regarding any aspect of such document about which it has any concern, including but not limited to terms that it considers ambiguous or which it believes should be modified. Such comments will be submitted to the City in accordance with Section 4.6 below. The City will review all comments received and, if it deems appropriate, in its sole discretion, may modify such document through an Addendum by providing a revised Draft Design-Build Agreement. Respondents are on notice that the Draft Design-Build Agreement in place as of the Proposal Submission Due Date is the form upon which each Proposal shall be based.

Technical Proposals and Cost Proposals should anticipate that the City and the Successful Respondent will contract for services under the terms in the Draft Design-Build Agreement. However: as set forth in Section 5.3.14, each Respondent has the right to identify in its Proposal specific provisions of the Draft Design-Build Agreement that it would like to modify during the negotiations contemplated by Section 6.2 of this RFP. Respondents are on notice that the City has no obligation to consider any proposed modifications, and the City's willingness to consider a modification will be premised upon the City determining, in its sole discretion, that it has received fair value in exchange for agreeing to any modification. The City intends to consider for negotiation only the terms identified in accordance with Section 4.6 and the terms submitted by Respondent in accordance with this Section.



## 1.8 Defined Terms

The capitalized terms in this RFP have the meanings as first used in the text of this RFP and as defined in Attachment A (Definition of Terms).

## 1.9 RFP Subject to Revision

**This RFP is subject to revision after the date of issuance via written addenda (Addenda).** Any such Addenda will be available through the City's Department of Public Works and Engineering Website (PWE Website) at [www.NEWPPExpansion.houstontx.gov](http://www.NEWPPExpansion.houstontx.gov). Each Respondent is responsible for providing its contact email and other information by registering at the PWE Website. Notification of any Addenda issued by the City will be emailed to each registered Respondent, and it is the Respondent's responsibility to access such Addenda from the PWE Website. Each Respondent is solely responsible for obtaining all Addenda prior to submitting its Proposal. Respondents should check the PWE Website frequently. The City assumes no responsibility or liability whatsoever for the distribution of Addenda to Respondents.

## 1.10 Minority, Women and Small Business Enterprises

Respondents shall comply with City Ordinance 2013-0428, Chapter 15, Article V, City of Houston Code of Ordinances, as amended, and City of Houston Office of Business Opportunity Minority, Women, and Small Business Enterprise (MWSBE) Procedures and applicable requirements of the State of Texas. The Design-Builder will be required to achieve a minimum Minority and Women Business Enterprise (MWBE) participation of 24% during Preliminary Services, and to make good faith efforts to achieve an MWSBE participation goal for Final Design and Construction services in accordance with requirements of the City, and the State of Texas relative to possible funding through the Texas Water Development Board. Participation goals for the Final Design and Construction services shall be established based on divisible work associated with the scope of the applicable Early Work Package or GMP Amendment and the availability for a particular type of Work, as established by the City's most recent disparity study.

## 1.11 Bonding

Respondents are on notice that, as provided in the Enabling Law and as included within the Draft Design-Build Agreement, the Design-Builder will be required to provide performance and payment bonds to the City no later than the 10th day after the date the Design-Builder executes the Design-Build Agreement. The penal sums of such performance and payment bonds will each be in the amount of \$1.167 billion (i.e., the estimated budget for design and construction of the Project as set forth in Section 2.2 of this RFP). Surety companies issuing such bonds must meet the applicable requirements indicated in Section 5.3.8 of this RFP under "Bonding Capacity."

## Section 2 Project Overview

### 2.1 Project Scope

The existing Northeast Water Purification Plant (NEWPP) treats water from nearby Lake Houston using conventional treatment processes. As indicated in the Project Reference Documents, (specifically, *2012 Plant Shutdowns and Responses Report*), Lake Houston water can be a challenging supply to treat. The facility is rated for 80 million gallons per day (mgd) of treated water production. Water from the NEWPP currently supplies customers for the City, North Harris County Regional Water Authority, and Central Harris County Regional Water Authority.

The NEWPP will be expanded by 320 mgd through the construction of a new plant (Plant 2) adjacent to the existing facilities. The 320 mgd expansion will be constructed within the property boundaries of the existing 152-acre treatment plant site (approximate acreage, not including raw water intake and pipeline). The existing facilities (Plant 1) must stay operational during construction of Plant 2, with the exception of short duration shutdowns, approved and coordinated in advance with the Public Utilities Division, which may be needed to make limited tie-ins between the two plants.

The expansion is being undertaken by the City in order to provide additional treated water capacity for the City and the four Authorities that will participate in the Project in accordance with the Second Supplement to the Water Supply Contracts (Second Supplement(s)) between the City and each Authority. The treated water capacity supplied by the Project will help the City and Authorities meet area water demands and the requirements of the Harris-Galveston Subsidence District and Fort Bend Subsidence District that restrict groundwater usage. The Project will be undertaken by the City in accordance with the terms of the Second Supplements. A copy of each Second Supplement is included in the Project Reference Documents. The Project will be administered and overseen by the City. Authority representatives will participate in the project planning, design, and construction in accordance with the applicable terms and conditions of the Second Supplements. The Second Supplements require that the City must obtain approval from the Authorities on certain elements of the Draft Design-Build Agreement and related amendments before obtaining approval from City Council.

Key aspects of the Project include but are not limited to:

- Design and construction of a new raw water facility, which includes an intake, pumping, and conveyance to withdraw water from Lake Houston and deliver it to the treatment facilities located about 1.5 miles from Lake Houston.
- Design and construction of new treatment facilities sized to achieve 320 mgd of treated water capacity (i.e., the firm production that can be delivered from the High Service Pump Station(s) to the Project participants).
- Design and construction of electrical supply facilities including a new electrical substation.
- Pilot testing will be conducted by the Project Advisor/Technical Consultant (PATC) in parallel

with procurement of design-build services to investigate the performance of treatment processes over a range of raw water quality conditions. It is anticipated that the final configuration of processes may include conventional treatment (coagulation, flocculation, sedimentation, granular media filtration, and disinfection) in combination with possible enhancements such as higher unit loading rates, supplemental disinfection, biological filtration, or others. Pilot testing information will not be available until after selection of a Design-Builder. Additional information regarding the treatment processes being considered by the City is provided in the Design Criteria Package.

- Environmental permitting with the U.S. Corps of Engineers and other jurisdictional agencies will be ongoing during procurement of the design-build services. The permitting will be based on conceptual plans for the expansion of the NEWPP. The permitting responsibilities of the Design-Builder and City/PATC are defined within the Design Criteria Package.
- The existing facilities must remain operational during construction of the Project with the exception of limited and approved shutdowns, as defined further in the Design Criteria Package.
- The Project will be configured in modules so that an early capacity milestone can be placed into service prior to completion of the entire Project as noted in Section 2.3 below.

Key considerations for the Design-Builder include but are not limited to:

- The Design-Builder will be required to work with the City, PATC and the Authorities during Preliminary Services in developing the project scope, budget, and schedule including final determination of treatment processes, sizing of facilities, facility layout, and raw water system configuration. Authority involvement during Preliminary Services will be in accordance with the conditions set forth in the Second Supplements.
- Key Design-Builder personnel will be required to work from a dedicated collaboration center, as furnished by Design-Builder, with personnel from the City, PATC, and the Authorities during Preliminary Services of the Project.
- The Design-Builder's responsibilities will include start-up, commissioning and testing of the Project, including performance testing to demonstrate compliance with defined performance guarantees. These responsibilities will include compliance with all Texas Commission on Environmental Quality (TCEQ) requirements, including compliance with all applicable operator certification requirements.
- The Design-Builder will be responsible for training City employees in the operations and maintenance of the Project.
- The Design-Builder may have further performance testing, O&M advisory and warranty obligations for a defined period of no less than one year following commencement of City operations of the Project.

Additional Project information is provided in Attachment B (Project Reference Documents) of this RFP.

Detailed information concerning the scope of services for the Design-Builder is provided in the Design Criteria Package and the Draft Design-Build Agreement.

### 2.2 Project Budget and Funding

The City's estimate of probable cost for design and construction of the Project (i.e., Design-Builder's cost to complete the scope of work) is currently \$1.167 billion. The estimated construction budget for purposes of this RFP is currently \$1.05 billion.

The Project will be cost shared by the City and the Authorities in accordance with each participant's proportion of capacity reservation, as set forth in the applicable Second Supplement. The City and the Authorities will be responsible for financing the funds, which may include State funds, necessary to make payments to the Design-Builder under the Design-Build Agreement.

### 2.3 Project Schedule

The design, permitting, construction, and start-up/acceptance testing shall be completed to achieve acceptance (or conditional acceptance) and substantial completion of two capacity milestones as follows:

- 80 mgd of treated water capacity by August 31, 2021.
- 240 mgd of additional treated water capacity by June 30, 2024.

### 2.4 Project Site

The NEWPP site consists of property that is adjacent to the west shore of Lake Houston upon which an existing intake and pump station is located. The NEWPP site includes a corridor that extends westward approximately 8,000 feet, and a larger parcel upon which the existing NEWPP facilities are located. The property consists of approximately 152 acres for the main treatment site of which a little less than half is occupied by the existing treatment facilities. The site is surrounded by a school and neighborhoods, and access into the site is restricted to a single road that enters in the northwest corner of the property. Current facilities are set back approximately 150 feet, and future facilities may be required to maintain this set back. Additional Project site information is provided in the Design Criteria Package as part of this RFP. The geotechnical information required by Section 2269.361(a)(2) of the Enabling Law is provided in the Design Criteria Package.

## Section 3 Design-Build Services

As noted in Section 1 of this RFP, the Design-Builder will provide services in two distinct phases. These phases are described further below.

### 3.1 Preliminary Services

Preliminary Services consist of the following two sequential components. The terms and conditions associated with the Preliminary Services are defined in the Draft Design-Build Agreement.

- Component 1 (Basis of Design) generally involves: Design-Builder's development of the Basis of Design and Project cost estimates based upon the Basis of Design. Component 1 may also include further development or refinement of the scope of work for Component 2. It is anticipated that the Basis of Design will be developed for two primary scenarios: (1) treatment and raw water conveyance facilities capable of providing 320 MGD of treated water; and (2) the same treatment facilities capable of providing 320 MGD of treated water with raw water conveyance facilities that are oversized to preserve the City's ability to maximize future withdrawals based on available water rights (i.e., over-sized facilities). The Design-Builder will be required to provide the cost estimates for both primary scenarios. The City will decide at the completion of Component 1 which of the two scenarios will be the basis for Component 2 services, subject to the terms of the Second Supplements.
- Component 2 (Design Development) generally involves: (a) Design-Builder's development of the Project design to a level of detail sufficient for execution of the GMP Amendment for Final Design and Construction services, which is intended to be in the range of 60-70% design completion; (b) Design-Builder's development of Project cost estimates at periodic intervals; (c) Design-Builder's performance of other preconstruction services; and (d) the preparation, submission and negotiation of a GMP Amendment for Final Design and Construction. The Draft Design-Build Agreement provides for the phasing of elements of construction and the commencement of procurement and construction for a defined element (Early Release Package) prior to the finalization of a GMP Amendment and the commencement of Final Design and Construction, subject to the approval of the City and per the terms of the Second Supplements with the Authorities.

### 3.2 Final Design and Construction Services

Final Design and Construction services generally encompass the Design-Builder's completion of the Project's design (i.e., final design), and performance of construction, start-up, commissioning and testing services, as set forth in the Draft Design-Build Agreement. Except for Early Work Packages that may be authorized by the City through an amendment, Design-Builder's ability to proceed with Final Design and Construction services will be expressly conditioned upon the City and Design-Builder having agreed upon and entered into a GMP Amendment, which will be subject to the terms of the Second Supplements.

As part of the Final Design and Construction services, the Design-Builder will be required to perform operational testing, at which time treated water will be introduced into the distribution system. Thus, the Respondent should have the capability as part of its Project Team to operate the facility in accordance with all TCEQ requirements,

## City of Houston, Texas

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including compliance with all applicable operator certification requirements. Following substantial completion and acceptance or conditional acceptance, the Respondent should expect the City to operate the facility, provided, however, that the Design-Builder will advise and provide guidance to the City and be responsible for additional performance testing prior to final completion for a period of no less than twelve (12) months. In accordance with Section 2269.356 of the Enabling Law, the City will independently contract for inspection services, construction materials engineering and testing, and verification testing services as necessary for the acceptance of the Project.

## Section 4 Procurement Process

### 4.1 Designation of Independent Engineer

Pursuant to Section 2269.355 of the Enabling Law, Mr. Daniel Menendez, P.E., Deputy Director for the Public Works and Engineering Department Engineering and Construction Division is hereby designated to act as the City's representative during the procurement process.

### 4.2 Communications with City

All communications from Respondents to the City shall be submitted by email (Respondent shall identify its e-mail in the subject line as: “NEWPP Design-Build Project – RFP #15-01”), and be directed to the City at the following email address: [NEWPPExpansion@houstontx.gov](mailto:NEWPPExpansion@houstontx.gov). Respondents should use Form 4 in Attachment C (Submission Forms) of this RFP to submit comments and requests for clarification regarding this RFP.

No oral communications from the City or any other individual are binding. The City disclaims the accuracy of any information derived from any source other than in writing from the City or provided on the City of Houston’s PWE Website, and the use of any such information is at the sole risk of the Respondent.

Neither a Respondent nor any person acting on Respondent’s behalf shall attempt to influence the outcome of this procurement by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official, employee or representative of the City or the Authorities, their families or staff members. All inquiries regarding the RFP are to be directed in accordance with this Section. Upon issuance of this RFP, aside from Respondent’s submittal of its Proposal, communications publicly made during the official pre-submittal meeting, and written requests for clarification in accordance with this Section during the period officially designated for such purpose by the City, neither Respondents nor persons acting on their behalf shall communicate with any appointed or elected official, employee or representative of the City or the Authorities, their families or staff members, through written or oral means in an attempt to persuade or influence the outcome of the selection or award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

These communications restrictions began with the issuance of the RFQ, extend through the RFP process, and will end upon award of the Design-Build Agreement. Any failure of compliance with the requirements of this Section shall be grounds for disqualifying the Respondent from consideration for selection under this RFP and/or potentially any future RFQs or RFPs with the City.



### 4.3 Public Records

Information that is not required to be returned to the Respondents and/or kept confidential pursuant to Section 2269.364 of the Enabling Law shall be open and public after award of the Design-Build Agreement, in compliance with Texas law governing public records and meetings. Respondents acknowledge that the information contained within Proposals submitted in response to this RFP is part of the public domain as defined by the State of Texas Open Records Law. Each Respondent is required to identify specifically any information contained in its Proposal that it considers confidential and/or proprietary and which it believes to be exempt from disclosure, marking the specific information as “Confidential” and citing specifically the applicable exemption. No information shall be labeled “Confidential” unless exempted under the State of Texas Open Records Law.

In the event information marked “Confidential” is requested for release under applicable law, the City may release such information ten (10) business days after the date of notice to the Respondent of the request for release, unless Respondent has, within the ten-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the information. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practical.

The City shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of information marked “Confidential,” nor shall the City be in any way financially responsible for any costs associated with securing such order or for any loss associated with the release of information marked confidential or otherwise.

### 4.4 Procurement Schedule

The current procurement schedule is presented below. All dates are subject to change. All times are Central Standard Time (CST).

- |   |                   |
|---|-------------------|
| • Issue RFP   | April 30, 2015    |
| • Issue Addendum #1 with Draft Design-Build Agreement                 | June 1, 2015      |
| • End comment period for RFP  | June 1, 2015      |
| • End comment period for Draft Design-Build Agreement                 | July 1, 2015      |
| • Addendum #2 issued to address RFP comments                          | July 1, 2015      |
| • Addendum #3 issued to address Draft Design-Build Agreement Comments | July 31, 2015     |
| • End RFP inquiry period  | September 4, 2015 |
| • Proposals submittal deadline  | October 27, 2015  |



- Interviews
- Subsequent to the notification of the selected Respondent, the following activities will occur:
  - Contract negotiations
  - Design-Build Agreement Notice to Proceed

October 30, 2015

### 4.5 Pre-Submittal Meeting and Site Visit

The City will conduct a pre-submittal meeting for the Respondents. The meeting will be held at the NEWPP (12121 Sam Houston Parkway, Humble, Texas 77396) on June 11, 2015 starting at 10:00 A.M. CST in the Auditorium located in the Administration Building. At this meeting, the City will provide a brief overview of the RFP and a tour of the project site. **Attendance at this meeting is mandatory.** All attendees of the pre-submittal meeting must be pre-registered, and a legal form of picture identification must be shown at the NEWPP Security Gate upon arrival for the meeting. To pre-register, send an email confirming meeting attendance to NEWPPExpansion@houstontx.gov. Email shall include full name as it appears on legal form of picture identification. Pre-registration must be received at last 48 hours prior to the start of the meeting. Additional site visits may be scheduled if needed by Respondents as part of their preparation of Proposals.

### 4.6 Comment Period

The City will receive comments on the RFP and the Draft Design-Build Agreement from the Respondents, Authorities, and any other members of the public. The respective dates for providing such comments are set forth in Section 4.4 of this RFP. Review comments shall be provided by entering such comment(s) in the Review Comment Logs set forth in Attachment C (Submission Forms), Forms 4 and 5. At the conclusion of the review comment period for the RFP, the City will consider each review comment and will post written Addenda in accordance with Section 1.9 of this RFP. At the conclusion of the review comment period for the Draft Design-Build Agreement, the City will consider each review comment and respond in accordance with Sections 1.7 and 1.9 of this RFP.

### 4.7 Interviews

The City will conduct an interview/oral presentation with each Respondent that submits a Proposal. The interviews with each respective Respondent may consist of an oral presentation by the Respondent and a questions and answers portion administered by the City. An agenda for the interview/oral presentation will be sent to all Respondents prior to the interview.

The purpose of the interview is to enable each Respondent to: (a) demonstrate clarity of expression and thoroughness; (b) demonstrate a strong understanding of Project issues; (c) demonstrate the ability to clearly communicate; (d) articulate its thoughts and ideas in a logical and factual manner; (e) demonstrate communication between team members and impressions of ability to work cohesively; and (f) provide direct, clear, thorough and insightful answers to questions. The City will consider the above factors when completing its evaluation of the Respondent's response to the evaluation criteria.

#### 4.8 Withdrawal of Proposals

Respondents may withdraw a Proposal by providing a written request, duly executed by an authorized representative, and delivered to City at any time prior to the Proposal Submittal Deadline. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Respondent. After the Proposal Submittal Deadline, Proposals shall not be withdrawn or modified except to the extent agreed to by the City.

#### 4.9 Validity of Proposal

The offer represented by each Proposal will remain in full force and effect after the Proposal Submittal Deadline up to the award of the Design-Build Agreement. The City may, at its sole discretion, allow a Respondent to withdraw its Proposal prior to such deadline.

#### 4.10 RFP Clarifications

Subsequent to the City's issuance of the Addenda to address comments in response to the review comment period (per Section 4.6 of this RFP), any remaining questions about the meaning, intent or any other aspect of the RFP shall be submitted by Respondents in accordance with Section 4.2 of this RFP. If a Respondent discovers any ambiguity, inconsistency, or error in the RFP, the Respondent shall seek an interpretation in writing in accordance with Section 4.2 of this RFP. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all Respondents. Questions received after the End RFP inquiry period for RFP date listed in Section 4.4 of this RFP may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

If any revisions to this RFP become necessary (other than changes to the Proposal Submittal Deadline), the City will post written Addenda in accordance to Section 1.9 of this RFP at least five (5) calendar days before the Proposal Submittal Deadline. The City may revise the Proposal Submittal Deadline at any time. **If an Addendum is issued, Respondent must acknowledge receipt of Addendum in the appropriate location of the Transmittal Letter Form, included in Attachment C (Submission Forms) of this RFP.**

#### 4.11 License Requirements

Lead Designer(s) and Lead Contractor(s) must be licensed to perform work in the State of Texas, to the extent required under applicable law. Selected Respondent will be required to obtain and document State of Texas Professional Engineering license. It is the Respondent's responsibility to obtain and maintain any other licenses and certifications required to perform this work in the State of Texas.

## **4.12 Rights of the City**

In connection with this procurement process, including the receipt and evaluation of Proposals and selection of the Design-Builder, the City reserves to itself (at its sole discretion) all rights available to it under applicable law and this RFP, including, without limitation, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Issue a new RFP or re-advertise and/or re-solicit the requirements set forth in this RFP at any time.
- Reject any and all Proposals or proposals received at any time.
- Waive non-material deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal. Failure of Respondent to (i) designate each engineer and provide certifications in accordance with the requirements of Section 2269.359 of the Enabling Law; (ii) provide a sealed technical proposal addressing the subjects identified in Section 2269.361(d) of the Enabling Law; or (iii) provide a sealed cost proposal may not be waived.
- Amend or modify this RFP through issuance of an Addendum at any time prior to the Proposal Submittal Date.
- Suspend or terminate the procurement process or terminate evaluations of Proposals received.
- Permit clarifications to data submitted with any Proposal.
- Seek or obtain, from any source, data, or information that has the potential to improve the understanding and evaluation of the each Respondent's Proposal.
- Seek clarification, verbally or in writing, from any Respondent to fully understand information provided in the Proposal and to help evaluate and rank the Respondents.
- Seek clarification, verbally or in writing, from any Respondent to fully clarify any ambiguities discovered during the procurement process.
- Disqualify any Respondent that does not comply with the requirements of the RFQ or RFP.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the City.
- Conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting project references, visiting referenced facilities, accessing public information, contacting independent parties, or any other means.

The foregoing reserved rights are in addition to and will not serve to limit any other rights of the City set forth in this RFP. Notwithstanding any reservation of rights, the City is under no obligation to exercise such rights.

### **4.13 Limitations on Project Teams**

No more than two (2) Lead Contractor(s) shall be allowed per Project Team; and no more than two (2) Lead Designer(s) shall be allowed per Project Team. Respondents may propose Other Team Members in accordance with Section 5.3.2 of this RFP.

The PATC, including its sub-consultants and subcontractors, are not eligible to assist or participate as Project Team members with any Respondent.

### **4.14 Engineer Certification**

In accordance with Section 2269.359 of the Enabling Law, the Respondent shall “select and designate each engineer that is a member of its team” and “certify to the governmental entity that each selection or designation was based upon demonstrated competence and qualifications.” Thus, for each engineer not previously identified in the Respondent’s SOQ as a member of the Project Team, the Respondent shall identify each engineer that is a member of its Project Team, and provide the necessary certification, in accordance with Section 5.3 of this RFP and the Transmittal Letter Form.

### **4.15 Prohibitions on Project Team Members and Affiliates Participating on Other Project Teams**

The Lead Member(s), Lead Contractor(s), and Lead Designer(s), as well as the Parents and Affiliates of such entities shall not be allowed to participate as a Lead Member, Lead Contractor, or Lead Designer on another Respondent’s Project Team. The term “Affiliate” for purposes of this provision means, with respect to any particular company or entity, a company or entity that: (a) owns and controls, directly or indirectly, such company or entity; (b) is owned and controlled, directly or indirectly, by such company or entity; or (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity. The term “Parent” for purposes of this provision means a company or entity that is an Affiliate by virtue of Item (a) in the preceding sentence. The term “control” for purposes of this provision means: (i) ownership, directly or indirectly, of fifty percent (50%) or more of the issued voting shares of a company or entity or ownership of equivalent rights to determine the decisions of such company or entity; or (ii) having the right to appoint at least fifty percent (50%) of the members of the board of directors or equivalent governing body of such company or entity.

### **4.16 Stipend for Unsuccessful Respondent**

For those Respondents that submit a responsive Proposal and are not awarded the Design-Build Agreement, the City is offering, pursuant to Section 2269.364(c) of the Enabling Law, a stipend for preliminary engineering costs (Stipend). The Stipend will be one-half of one percent (0.5%) of the contract amount specified in the Design-Build Agreement entered into between the City and the selected Design-Builder (Contract Amount). The Contract Amount will consist of the negotiated dollar amount the

## City of Houston, Texas

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selected Design-Builder is entitled to be paid for the Preliminary Services, Component 1 Costs, as described in Section 5.3.13 of this RFP. The Contract Amount does not include funds allocated in later amendments for work after Component 1 of Preliminary Services, which will be based upon the Cost Proposal provided in Form 1 of Attachment C (Submission Forms). If a Respondent accepts and the City pays the Stipend, the City will be entitled to use any work product contained in the Proposal, including the techniques, methods, processes, and information contained in the Proposal. Except for payment of the Stipend, the City will have no obligation to reimburse Respondents for any costs incurred in preparing their Proposals. Payment of the Stipend shall be made to the unsuccessful Respondents within sixty (60) calendar days after the City's execution of the initial Design-Build Agreement with the selected Design-Builder. Any Respondent desiring to accept this Stipend offer shall include with the Respondent's Proposal the Stipend Acceptance Form provided in Attachment C (Submission Forms), acknowledging the Respondent's acceptance of the Stipend offer, and agreeing to the terms and conditions upon which acceptance of the Stipend is conditioned. If a Respondent chooses not to accept the Stipend offer, Respondent shall provide a copy of the Stipend Acceptance Form, unsigned, accompanied with a brief statement that the Respondent rejects the Stipend offer. The completed Stipend Acceptance Form shall serve as the legal agreement between the City and Respondent as it specifically relates to the Stipend. In the event a Respondent signs the Stipend Acceptance Form, but is selected as the Design-Builder, the City shall have no obligation to pay a Stipend to such Respondent.

## Section 5 Proposal Submission Requirements

### 5.1 Submittal Place and Deadline

The Respondent shall submit, within a sealed package, ten (10) paper documents (one (1) original and nine (9) copies) of its **Technical Proposal**, each contained within a 3-ring binder, as well as one (1) electronic version of its Technical Proposal on CD-ROM in PDF format. The one (1) CD-ROM shall be submitted in accordance with the following instructions:

- The CD-ROM label clearly shows the Respondent's name and the RFP number.
- Only one PDF file on the CD-ROM, with the entire Technical Proposal submittal package (Section 5.3 below) included within that PDF file. The PDF file shall follow the below naming convention: "<RFP#DB15-01>\_<Firm Name>.pdf" (Example: "RFP#DB15-01\_ABC Services.pdf").

The Respondent shall also submit one (1) paper document (one original) of its **Cost Proposal** submitted in a single, sealed envelope or package separate from its Technical Proposal, and without an electronic version included.

Technical Proposals and Cost Proposals must be submitted physically (via mail or in person) to the following address, to the attention of the following City Contact:

**Attn: Mr. Jeffrey Benjamin, Project Director**

**City of Houston  
Department of Public Works and Engineering  
611 Walker, 19th Floor  
Houston, Texas 77002**

Proposals must be received no later **than October 27, 2015 at 2:00 p.m. Central Standard Time.**

Receipt of a Proposal by any City office, receptionist, or personnel other than the City Contact listed above will not constitute "delivery" as required by this RFP.

Each Respondent assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed nonresponsive and returned. The delivered packaging containing the Technical Proposal documents must note the Respondent's name, address, contact person(s), and phone number, as well as "TECHNICAL PROPOSAL, RFP #DB15-01 - DB Services for NEWPP Expansion" on its face. The Cost Proposal must be submitted in a separate sealed package and shall note the Respondent's name, address, contact person(s), and phone number (s), as well as "COST PROPOSAL, RFP #DB15-01 - DB Services for NEWPP Expansion" on its face.

Oral, telephone, facsimile, telegraph, or email Proposals are invalid and will not receive consideration. No Respondent may submit more than one Proposal.

## 5.2 Submission Format

The Technical Proposal must not exceed fifty (50) total pages (single-sided, 8½ x 11 inch pages with 1-inch or greater margins, in portrait orientation), excluding the cover letter and transmittal letter form, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of six (6) of the total pages may be 11 x 17-inch tri-fold format, with each 11 x 17-inch sheet counting as one page towards the page limit. Eleven-point Arial font must be used in Technical Proposal Parts 1 through 6.

The Cost Proposal shall only include the completed Cost Proposal submission forms, and any supporting documentation requested in this RFP.

## 5.3 Submission Content

The **Technical Proposal** must include the following information in the order listed:

- Cover Letter and Transmittal Letter Form
- Part 1 – Past Experience and Key Personnel
- Part 2 – Project Approach
- Part 3 – Conceptual Engineering Design
- Part 4 – Operations and Maintenance
- Part 5 – Anticipated Problems and Proposed Solutions
- Part 6 – Ability to Meet Schedules
- Appendix A – Forms for Affirmation of Compliance
- Appendix B – Resumes
- Appendix C – Conceptual Design Drawings
- Appendix D – Project Schedule
- Appendix E – Financial Statements

The content requirements set forth in this RFP represent the minimum content requirements for the Technical Proposal. It is the Respondent's responsibility to present all relevant information and other materials in its Technical Proposal. The Technical Proposal, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Technical Proposal.

The **Cost Proposal** must include the following information:

- Part 7 – Cost Proposal
- Part 8 – Proposed Modifications to Draft Design-Build Agreement

### 5.3.1 Cover Letter and Transmittal Letter Form

Each Respondent shall include a brief cover letter in the front of the Technical Proposal. In addition, each Respondent must complete the Transmittal Letter Form provided in Attachment C (Submission Forms) and include immediately after the Cover Letter of its Technical Proposal. The Transmittal Letter Form



must be signed by an authorized representative of the Respondent who is empowered to sign such material and to commit the Respondent to the obligations contained in the RFP. If Respondent is a corporation or an LLC, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected as the Design-Builder, each member will be jointly and severally liable to the City for the obligations arising out of the contracts between the joint venture and the City.

### **5.3.2 Part 1 – Past Performance and Key Personnel**

Each SOQ provided the City with the past performance and experience of the members of the Respondent's Project Team, including their individual and collective past performance and experience on previous or current projects of similar size, complexity, challenges, and functionality as the Project. Additionally, each SOQ identified the Respondent's Key Personnel.

The purpose of this Section of the Technical Proposal is to provide the City with the following information, which the City will use in conjunction with the SOQ information described in the preceding paragraph, to evaluate each Respondent's Project Team for purposes of this RFP. Respondents are advised that the City specifically reserves the right to reject the Proposal of a Respondent that removes any Other Team Member or Key Personnel from that indicated in the SOQ.

1. Confirm that all information provided in Respondent's SOQ remains true and accurate by including the following statement in the completed Transmittal Letter Form of its Technical Proposal:

“Respondent confirms that all information provided in our SOQ previously submitted to the City for the NEWPP Expansion Project in response to Sections 5.3.4 and 5.3.5 of the RFQ has not changed, and is valid, true and accurate; and confirms that all Key Personnel as represented in our SOQ and in our Technical Proposal will remain as part of the Project Team, in their represented roles, for the duration of the Project.”

If the Respondent's Project Team has changed from its SOQ, or if any other information provided in the SOQ is no longer true or accurate, then the Respondent shall provide updated information that is true and accurate. Respondents are reminded that if any members of the Project Team listed in the Respondent's SOQ have been removed, unless otherwise specified or allowed in the RFP, Respondent's Proposal may be rejected.

2. Provide the following information relative to the assignments and qualifications of the Respondent's team:
  - a. For newly proposed Other Team Members not identified in the SOQ, provide sufficient information on such organizations to enable the City to understand their relevant background and experience. Respondent shall include in Appendix A (Forms for Affirmation of Compliance) a one-page letter from each new Other Team Member not identified in its SOQ



indicating that firm's desire to be included and indicating a general statement of the scope of services that the Other Team Member will perform if the Respondent is selected.

- b. For any new Key Personnel that the Respondent intends to use that are not identified in its SOQ, Respondent shall provide resumes for such individuals within Appendix B (Resumes) of its Technical Proposal. If the following Key Personnel were not identified in the Respondent's SOQ, the Respondent shall identify within its Technical Proposal at least the following individuals as additional Key Personnel: Quality Control/Assurance Manager; Start-up/Commissioning Manager; and the Health & Safety Manager. In submitting the identity of any such individuals, Respondent commits to the City that such individuals will remain on the Project in accordance with the requirements of Section 7.6 of this RFP.
3. Any resumes provided for new Key Personnel must be limited to two (2), single-sided pages per individual and shall include a narrative that describes the following for each individual: (1) total years of experience in the design or construction of water/wastewater public works projects; (2) academic and professional qualifications; (3) professional registration (as applicable); and (4) experience as it relates to the Project and to the individual's specified role on the Project. Provide sufficient reasoning and detail for the City to understand and evaluate any additions to the Project Team. Provide a summary of how any requested changes would enhance the Respondent's ability to deliver the Project and the value to the City.
4. Provide a team organization chart for Preliminary Services that includes all applicable Key Personnel, and provide a separate team organization chart for Final Design and Construction that includes all applicable Key Personnel. Respondent should provide detail for the Project Team hierarchy, organization and relationships. If individuals have not yet been determined for specific positions, then the Respondent shall provide the title, role, and responsibility for such position without the name of the actual individual. The organizational charts may be 8½" x 11" or 11" x 17" paper, folded to 8½" x 11" inch size.
5. Discuss where, when, and in what capacity members of the Project Team have worked together on previous projects.

### **5.3.3 Part 2 – Project Approach**

Respondent shall provide the following information to enable the City to understand Respondent's approach to specific elements of the Project:

Coordination and Management Plan. Respondent shall provide, at a minimum, the following information:

1. Describe the Respondent's approach for managing Preliminary Services of the Project, and specifically how the Respondent intends to: (a) control scope to meet the Project budget; (b) manage work processes to meet the Project schedule; (c) manage risks; and (d) manage the budget.
2. Describe the Respondent's approach for managing Final Design and Construction of the Project.

3. Describe how the Respondent intends to coordinate the flow of information between the design and construction teams, and how the Respondent intends to interface with the City and PATC. Provide proposed work location(s) for all Key Personnel.

Procurement and Cost Development Approach. Respondent shall provide, at a minimum, the following information:

1. Describe the Respondent's approach to developing the cost model including the reporting and trending capabilities the Respondent recommends. Respondent shall also discuss its philosophy on risk contingency, including the development and management of such contingency.
2. Describe the Respondent's capability to self-perform specific construction work elements (subject to City approval and limits to self-perform per the Design-Build Agreement), and which construction work elements the Respondent would recommend that it self-perform for the Project. Further, provide an estimated percentage of self-performance (based on estimated construction budget that Respondent believes to be optimal based on Respondent's previous experiences with self-performance, Respondent's understanding of the Project, and Respondent's assessment of the capacity and capabilities of Subcontractors to perform portions of the Work. As part of narrative, document Respondent's previous self-performance experiences. If proposing a different magnitude and/or type of self-performance for the NEWPP Expansion when compared to other projects, Respondent shall also provide rationale as to why and how the City would benefit and how Respondent plans to successfully plan and execute self-performed work that is different than Respondent's previous experiences. Additionally, describe how Respondent will provide the City with competitive pricing for self-performed elements of work..
3. Define key cost control steps and/or measures in both Preliminary Services and Final Design and Construction of the Project. Discuss and demonstrate the Respondent's approach to ensure equipment, material and subcontractor cost competitiveness. Discuss approach to obtaining and maintaining fixed pricing prior to negotiation of the GMP Amendment.

Start-up, Commissioning and Performance Testing Approach. Respondent shall present an approach to start-up, commissioning, and performance testing with the key tasks the Respondent would recommend for achieving compliance with the Project requirements. Respondent shall describe its ability and approach to providing the City with operations and maintenance (O&M) advisory services during, and potentially subsequent to, the performance testing process.

QA/QC Program and Plan. Respondent shall describe the Respondent's approach to implementing and managing quality assurance and quality control throughout the performance of the Design-Build Agreement by providing a narrative, tables, and/or illustrations that address, at a minimum, the following:

1. Evidence of a robust quality organization that is consistent with the proposed quality management approach. Respondent must demonstrate how the quality assurance and quality control department(s) will independently function in relation to other departments within its organization

and how the quality personnel will function during design, permitting, construction, and start-up/acceptance testing.

2. Respondent's commitment to maintaining robust quality organization, including staff resources for management and coordination and inspection and testing, for the duration of the Project.
3. Proposed quality, testing, and corrective action processes and procedures and associated documentation methods to be used by the Respondent.
4. Explanation of how quality management program and procedures will be applied to, and used by, Respondent and Respondent's subcontractors.

MWSBE and Local Business Participation Plan. TBD – To be added by addendum.

Safety Plan. The Proposal shall describe Respondent's plan to implement and maintain a comprehensive and robust construction safety program which will ensure the safety of workers, the traveling public, and adjacent residents or businesses, which description shall address, at a minimum, the following:

1. Respondent's safety organization and its functional and reporting relationships within the Respondent's management structure;
2. Respondent's safety plan, policies and procedures that will be used by the Respondent during the performance of the Design-Build Agreement;
3. Respondent's program for training employees performing work; and
4. Respondent's plans and procedures for ensuring site security including security of stored materials, equipment and completed work.

Insurance Approach. Respondents shall state whether they are interested in implementing a Contractor-Controlled Insurance Program (CCIP) for the Project and, if so, how the CCIP would be administered (including the appropriate date for initiating the CCIP) and the financial benefits (e.g. savings) that would inure to the City's benefit if it were to permit Respondent to implement a CCIP.

#### 5.3.4 Part 3 – Conceptual Engineering Design

Respondent shall provide a Conceptual Engineering Design in accordance with the instructions below.

**The Respondent's conceptual engineering design shall serve as the basis for Respondent's Cost Proposal.**

Conceptual Engineering Design Narrative. Respondent shall provide a conceptual engineering design narrative that clearly describes its specific technical approach to the Project. The narrative shall clearly describe and articulate the following:

1. Description of raw water, treatment (including subordinate facilities such as chemical feed, solids handling, and washwater handling), and conveyance facilities included within the conceptual engineering design. Design criteria and references to applicable drawings included within Appendix C shall be noted.
2. Discussion on how the conceptual engineering design differs from the Indicative Design summarized in the Design Criteria Package. As part of the discussion, an evaluation of the advantages and disadvantages of the Conceptual Engineering Design relative to the Indicative Design shall be included, including the potential impact that such design may have on cost relative to the Indicative Design. Additionally, address whether additional property may be required to construct the necessary facilities for the NEWPP Expansion.
3. Discussion of management, planning, design and construction, and operating considerations and approaches for optimizing the phasing of the project to deliver 80 mgd plant capacity while completing the balance of capacity for the 320 mgd of total production.
4. A description of how the Conceptual Engineering Design achieves the goals and requirements for the NEWPP Expansion including treatment, operational, maintenance, and reliability goals. Further, describe how the Conceptual Engineering Design accounts for future potential drinking water regulations.
5. Discussion on how the Respondent proposes to commission and acceptance test the facilities as part of achieving substantial completion so as to best assure a long-term performance capability. The discussion shall include an identification of risks and limitations that the City should consider in establishing the requirements for the acceptance standards and the acceptance test.
6. Identification of processes and performance testing that the Respondent recommends for inclusion in the ongoing pilot investigations being performed by the PATC.
7. Discussion on where the Respondent has designed and/or constructed the Conceptual Engineering Design facilities and how those facilities are performing. As part of the discussion, include a brief description of the range of raw water quality being treated.

Conceptual Design Drawings. Respondent shall include drawings in Appendix C (Conceptual Design Drawings) of its Proposal to illustrate and document its proposed Conceptual Engineering Design and to complement the conceptual design narrative. Reference shall be made to drawings within the major Project element narratives. At a minimum, the following drawings shall be prepared and submitted by the Respondent, with the drawings being 11 x 17-inch size:

1. Cover Sheet: At a minimum, identify the Project and City, Respondent contact information, location & vicinity maps, and sheet index.
2. Key notes and symbols sheet.
3. Construction staging and storage drawing(s) identifying proposed construction lay down areas, storage, administration, parking, access, and other key features such as a concrete batch plant if necessary. As part of these drawings, identify possible off-site locations if Respondent believes existing property areas are insufficient for the needs of constructing the NEWPP Expansion.
4. Design Criteria Sheet(s): At a minimum, identify the design criteria for all treatment processes, including solids and washwater handling facilities, conveyance facilities, and chemical feed facilities. Criteria shall include key dimensions, loading rates, volumes, redundancies, and other, relevant information to fully describe proposed processes and facilities.
5. Project Site Plans: At a minimum, show the following:
  - a. Overall site plan with index to project area site plans identified below:
  - b. Raw water intake and pump station site plan
  - c. Raw water pipe corridor site plans
  - d. NEWPP treatment facility site plan
  - e. Off-site plan area if proposed as part of Conceptual Design.
  - f. Each site plan shall include scale and north arrow and shall identify property limits, existing major features, proposed major features (including proposed treatment and support facilities), site drainage features, fences, setbacks, and access roads. Project area site plans shall be at a minimum scale of 1" = 100' on 11" x 17" sheet.
6. Process Flow Diagrams, including the following:
  - a. Main process diagram showing all water treatment units in proposed sequence from Lake Houston to interface with treated water transmission mains that will deliver treated water from the NEWPP Expansion.
  - b. Solids and washwater handling diagram.
  - c. Process flow diagrams shall identify raw water facilities, all process units, connectivity of processes, major conveyance features, flow directions, primary flow measurement locations, and chemical feed addition points.

7. Preliminary hydraulic profile (s) showing approximate hydraulic grade elevations (NAVD and NGVD) and key process elevations (e.g., weirs, openings, floors, etc.) for major processes at design flows.
8. Mechanical plans and key sections showing proposed module layouts for conceptual design including configuration of major process units in each module for all treatment processes (pretreatment, filtration, disinfection, and proposed enhancements).
9. Mechanical plans and key sections of solids and washwater handling facilities.
10. Mechanical plans and key sections of raw water intake and pumping facilities.
11. Details of special processes, for instance, plan, sections, and other information of proposed treatment alternatives such as Actiflo™.
12. In addition to the above drawings, 3-D renderings of facilities may be included at the Respondent's option.

Permitting. Respondent shall describe its specific approach to the permitting and regulatory requirements anticipated for the Project. Respondent shall identify all anticipated permits, special considerations for obtaining permits and compliance, approach to coordinating with regulatory agencies and City, and strategies to obtaining permits to minimize the influence on project schedule.

### **5.3.5 Part 4 – Operations and Maintenance**

Respondent shall describe how its Conceptual Engineering Design will affect the following:

1. Training: How does Respondent propose to train City staff on operation of proposed facilities? What techniques, procedures, and approaches will be used to make sure staff is capable of operating the NEWPP Expansion through the full range of raw water quality conditions, and particularly processes and equipment that may differ from existing facilities?
2. Operations, Maintenance, Repair, and Replacement (OMRR): How does the Conceptual Design differ from the Indicative Design with respect to power usage, chemical consumption, equipment requirements, repair and replacement, and other relevant factors on an OMRR basis? When addressing these questions, Respondents should consider the following:
  - a. Power Consumption: Does the Conceptual Design offer an advantage on power consumption over the Indicative Design? If so, provide information substantiating how power usage may be reduced on a kilowatt-hour/gallon of water basis for processes and/or facilities that offer power saving opportunities.

- b. Chemical usage: Will the Conceptual Design affect existing chemical usage rates or require additional chemicals and/or materials beyond those anticipated by the Indicative Design? If so, provide information substantiating the degree to which chemical usage could be impacted.
  - c. Staff requirements: Can the Conceptual Design be expected to lead to different staffing requirements than the Indicative Design? For example, would high-rate filtration lead to lower staff time required to monitor and perform operational requirements such as hosing down walls during backwashing? Provide information substantiating the degree to which staff requirements could be reasonably expected to differ from the Indicative Design.
  - d. Equipment considerations: Will the Conceptual Design modify the amount of equipment installed for the NEWPP Expansion? For example, will it reduce the number of valves when compared to the Indicative Design?
  - e. Maintenance requirements: Does the Conceptual Design offer an advantage with respect to maintenance requirements? Can the proposed equipment be expected to reduce routine and preventative maintenance, repairs, and associated staff time. If so, how? Further, does the proposed equipment offer a longer potential operational life? Provide information to allow for validation of stated maintenance advantages.
3. Asset Monitoring and Management: Does the Conceptual Design offer advantages or provide unique benefits from a monitoring and asset management perspective? If so, describe how and provide examples of where Respondent has successfully employed techniques on other projects.
4. Operations and Maintenance Manual: Provide a description on how Respondent proposes to prepare and provide an O&M Manual including an electronic/web-based version. Provide a description and examples, including screen captures and other sample information, to fully describe proposed system.
5. Emergency and Extreme Event Management: Provide a narrative on how Conceptual Design can be operated through emergency and extreme events such as hurricanes and extreme raw water quality degradation such as the events that occurred in February and July, 2012. Are there advantages offered by the Conceptual Design that would make the NEWPP Expansion more reliable during such events?

### **5.3.6 Part 5 – Anticipated Problems and Proposed Solutions**

Respondent shall describe its proposed solution to the following anticipated problems (i.e., issues, challenges, and risks) that the City has identified as some of the possible challenges with the Project:

1. Continuously operating the NEWPP Expansion to achieve treated water quality goals over the full range of raw water quality conditions on a firm and reliable basis.
2. Completing the NEWPP Expansion within the City's budget while achieving goals for quality, reliability, and O&M.



3. Keeping the existing NEWPP facilities operational while constructing the NEWPP Expansion.
4. The process of completing the first milestone of capacity (80 mgd), performing start-up/acceptance of that portion of the facilities, turning over its operation to the City, providing warranty services for the completed facilities, and then constructing the balance of facilities while the first module remains operational.

Respondent shall also identify and describe five (5) to ten (10) additional problems (issues, challenges and risks) anticipated for both Preliminary Services and Final Design and Construction of the Project and describe the Respondent's proposed solution for each anticipated problem. Respondent shall describe any unique approaches or strengths that Respondent may have relative to the issues and challenges.

### **5.3.7 Part 6 – Ability to Meet Schedules**

In conformance with the requirements described in the Design Criteria Package and the Respondent's proposed Conceptual Engineering Design, the Respondent shall provide the following information:

1. Respondent shall provide a detailed-level schedule, including no more than two hundred (200) individual tasks, within Appendix D (Project Schedule) identifying tasks, durations, and key milestones for Preliminary Services, Component 1 of the Project. Included within the Preliminary Services, Component 1 schedule shall be the tasks associated with developing the Basis of Design that considers the oversizing of facilities to preserve the City's ability to maximize future withdrawals based on available water rights.
2. Respondent shall provide a summary-level schedule, including no more than one hundred (100) individual tasks, within Appendix D (Project Schedule) identifying tasks, durations, and key milestones for both Preliminary Services (Component 1 and Component 2) and Final Design and Construction of the Project. Included within Preliminary Services schedule shall be identification and timing of any Early Work Packages that the Respondent perceives as necessary to be able to meet the overall Project schedule.
3. Respondent shall discuss any prominent concerns with the capacity to meet the proposed schedule and the milestone completion dates set forth in Section 2.3 and how the Respondent will manage the schedule to address such concerns.

In addition to the above information, Respondent is invited to provide any creative scheduling-related concepts that it believes would benefit the Project, and, if it chooses to do so, the details of these concepts. Respondents should note that, among other things, the City is specifically interested in concepts that would: (a) create additional float in the Project schedule for achieving the August 31, 2021 and June 30, 2024 treated water capacity milestones without the incurrence of acceleration-related costs; and (b) optimize the number of Early Work Packages and Early Work Package amendments. As part of narrative, Respondent shall describe previous experiences with projects involving multiple work package amendments including the type, number, challenges, and benefits. If proposing multiple Early Work Packages, Respondent shall also provide rationale as to why and how the City would benefit and how



Respondent plans to successfully plan and execute multiple work packages, particularly if Respondent's previous experiences are different than proposed approach for the NEWPP Expansion.

### 5.3.8 Appendix A – Forms for Affirmation of Compliance

Respondent shall complete the following compliance forms and information/documentation and include in Appendix A:

- A signed copy of the Stipend Acceptance Form.
- A copy of the Respondent's response to questionnaire pertaining to "Conflict of Interest" submitted to the City Secretary. As referenced in Section 7.1 of this RFP, Local Government Code Chapter 176 requires firms seeking to do business with the City to file a Conflict of Interest Questionnaire with the City Secretary. The Conflict of Interest Questionnaire is available for downloading on the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. It is the Respondent's responsibility to submit the latest version of the Conflict of Interest Questionnaire form as promulgated by the Texas Ethics Commission. Write "N/A" in Section 1 if nobody in the company has a business relationship with the City, as defined in Section 176.001 (1-a) in the Local Government Code.
- A copy of the Respondent's current on-file Public Works and Engineering's Standard Form for Engineering and Related Services ("PWE100"). Respondents are still responsible to formally submit updated PWE100s according to the instructions at the following location: <http://www.publicworks.houstontx.gov/notices/pwe-100.html>.
- A fully completed City Pay or Play Acknowledgement (POP-1) form, which can be found at the following location: <http://www.houstontx.gov/obo/popforms.html>. The City of Houston's Pay or Play (POP) Program as authorized by Ordinance 2007-534 and Executive Order 1-7 is included as part of the Design-Build Agreement.
- A fully completed Affidavit of Ownership or Control form, which can be found at the following location: <http://www.houstontx.gov/generalservices/affidavitofownershiporcontrol.pdf>.
- A fully completed Contractor Submission List form (City of Houston Fair Campaign Ordinance), which can be found at the following location: <http://www.houstontx.gov/housing/pdf/fair-forma.pdf>.
- Fully completed Drug Detection and Deterrence Procedure forms (Attachment A, B, C, and D), which can be found at the following location: [https://purchasing.houstontx.gov/forms/Drug\\_Forms.doc](https://purchasing.houstontx.gov/forms/Drug_Forms.doc)
- Respondent shall provide a notarized letter(s) from its surety (or sureties) in Appendix A verifying the Respondent has a minimum bonding capacity of **\$1.167 billion** available for this Project for performance and payment bonds. The Respondent's surety (or sureties) must have a rating of A- or better in the latest revision of the A.M. Best Company's Insurance Report, must be

## City of Houston, Texas

authorized by law to do business in the State of Texas, and must be listed in the U.S. Department of Treasury Circular 570.

- In accordance with Section 5.3.2 of this RFP, Respondent shall include in Appendix A a one-page letter from each new Other Team Member not identified in its SOQ indicating that firm's desire to be included and indicating a general statement of the scope of services that the Other Team Member will perform if the Respondent is selected.

Please note that the minimum insurance coverage requirements have changed since the RFQ. Respondent shall provide an updated letter or Certificate of Insurance from its insurance provider stating its ability to acquire and provide the minimum limits established below:

Coverage	Limit of Liability
.1 Workers' Compensation	<ul style="list-style-type: none"><li>• Statutory Limits for Workers' Compensation</li></ul>
.2 Employer's Liability	<ul style="list-style-type: none"><li>• Bodily Injury by Accident \$1,000,000 (each accident)</li><li>• Bodily Injury by Disease \$1,000,000 (policy limit)</li><li>• Bodily Injury by Disease \$1,000,000 (each employee)</li></ul>
.3 Commercial General Liability:  Including Design Builder's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products, and Completed Operations (for a period of two years following completion of the Work).	<ul style="list-style-type: none"><li>• Combined single limit of \$5,000,000 (each occurrence), subject to general aggregate of \$10,000,000;</li><li>• Products and Completed Operations \$10,000,000 aggregate.</li></ul>
.4 Professional Liability (errors and omissions)	<ul style="list-style-type: none"><li>• \$25,000,000 combined single limit each claim/aggregate</li></ul>
.5 Installation Floater (Unless alternative coverage approved by the City Attorney)	<ul style="list-style-type: none"><li>• Value of stored material or equipment, listed on Certificates of Payments, but not yet incorporated into the Work</li></ul>
.6 Automobile Liability Insurance:  (For automobiles furnished by Design Builder in course of his performance under the Contract, including Owned, Non-owned, and Hired Auto coverage)	<ul style="list-style-type: none"><li>• \$5,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-owned Autos.</li></ul>
.7 Excess Coverage/Umbrella Liability	<ul style="list-style-type: none"><li>• \$50,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability</li></ul>

## City of Houston, Texas

Coverage	Limit of Liability
.8 Property & Casualty Coverage: "All Causes of Loss" Builders Risk Form for direct physical damage to building or plant construction on Project site. [Including but not limited to earthquake, flood, named storm and other wind, boiler and machinery -- including testing, damage to existing or adjoining property, time element coverage, collapse, soft costs (Management, architecture, financial costs, pre-opening costs, etc.), transit coverage, off-site storage]	<ul style="list-style-type: none"><li>100% Contract Price, including all change orders</li></ul>
Pollution Liability	<ul style="list-style-type: none"><li>Combined single limit of \$5,000,000 (each claim), subject to general aggregate of \$10,000,000;</li></ul>
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

### 5.3.9 Appendix B – Resumes

In accordance with Section 5.3.2 of this RFP, for any new Key Personnel that the Respondent intends to use that are not identified in its SOQ, Respondent shall provide resumes for such individuals within Appendix B.

### 5.3.10 Appendix C – Conceptual Design Drawings

In accordance with Section 5.3.4, Respondent shall include drawings in Appendix C to illustrate and document its proposed Conceptual Engineering Design and to complement the conceptual design narrative.

### 5.3.11 Appendix D – Project Schedule

In accordance with Section 5.3.7 of this RFP, Respondent shall provide in Appendix D both the detailed-level schedule for Preliminary Services, Component 1 of the Project and the summary-level schedule for both Preliminary Services and Final Design and Construction of the Project. The schedules shall identify critical path, proposed Early Work Packages, and projected float.

### 5.3.12 Appendix E – Financial Statements

Respondent shall supplement the financial information submitted in its SOQ by providing the following information for the period between the April 1, 2015, and the Proposal Due Date (RFP Period). Consequently, Respondent shall provide in Appendix E (Financial Statements) for each Lead Member and Lead Contractor the following:

- (a) Copies of audited financial statements, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes to such statements, covering the RFP

- Period. If such entity is required to file with the Securities and Exchange Commission, provide, for the RFP Period, Form 10-Ks, and supporting documents, and Form 10-Qs since the last Form 10-K was filed. If either the Form 10-K or 10-Q reports reference other reports that describe such entities financial condition, copies of such reports shall also be provided.
- (b) If not required to make periodic filings with the SEC, Respondent shall also provide in Appendix E: (a) copies of quarterly financial statements during the RFP Period; and (b) a statement regarding any material changes in financial condition, including without limitation changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions, during the RFP Period, as well as any disclosure of any potential mergers or acquisitions. If any of the Lead Member(s) or Lead Contractor(s) have been in existence for less than three (3) years as of the SOQ submission, the preceding information shall be provided for the period of existence.
  - (c) If the Lead Member (s) and Lead Contractor(s) has any short-term or long-term obligations rated by Moody's Investor's Service, Standard & Poor's Corporation, Fitch IBCA, Kroll Rating Agency, or Duff & Phelps, or any other similar entity, any such ratings and related reports generated during the RFP Period shall be provided in Appendix E. Lead Member(s) and Lead Contractor(s) shall also provide credit reports from Dun & Bradstreet or similar entity during the RFP Period in Appendix E.
  - (d) Lead Member(s) and Lead Contractor(s) shall specifically disclose in Appendix E any outstanding or threatened litigation or regulatory action or investigation that was not previously submitted in the SOQ that could adversely impact such entity's financial condition or ability to carry out and complete the obligations of the Design-Builder under the Design-Build Agreement.
  - (e) Respondents shall verify in Appendix E that the aggregate net worth of the Lead Member(s) is no less than \$100 million.
  - (f) Without limiting any of the foregoing submittal requirements, Respondents shall provide the Financial Data Form (Form 7) included in Attachment C (Submission Forms) of this RFP for each Lead Member and Lead Contractor.
  - (g) The Respondent must notify the City in Appendix E of any material adverse changes in financial conditions of the Lead Member(s) and/or Lead Contractor(s) subsequent to submission of the Proposal. The City shall have the right to reject any Proposal on the basis of such material adverse change.

Appendix E shall be provided in a separate 3-ring binder, labeled as Appendix E (Financial Statements).

### **5.3.13 Part 7 – Cost Proposal**

A Proposal submitted in response to this RFP must contain a Cost Proposal that fully conforms with and satisfies the format and content requirements described herein. Accordingly, Respondents must complete the Cost Proposal forms provided in Attachment C (Submission Forms) and include them in their Cost Proposal.

The Cost Proposal shall be submitted, in a separate sealed envelope or package clearly marked “Cost Proposal,” at the same time the Technical Proposal is submitted.

All cost information shall be included in the Cost Proposal. No cost information shall be included in the Technical Proposal (including within the cover letter and appendices). If any cost information is included in the Technical Proposal, the Respondent’s Proposal may be rejected.

The Respondent shall comply with wage rates requirements in accordance with the following:

- (a) the latest version of City of Houston Standard Document 00820 – Wage Scale and Payroll Requirements for Engineering Construction; and (b) the latest version of City of Houston Standard Document 00821 – Wage Scale and Payroll Requirements for Building Construction.

#### *Preliminary Services, Component 1 Costs*

The Respondent shall complete the following Cost Proposal form, which is included in Attachment C (Submission Forms) of this RFP, and include within the Respondent’s Cost Proposal:

- Form 1 - Preliminary Services, Component 1 Costs

The Preliminary Services, Component 1 Cost shall be the contract amount as of the effective date, in accordance with Section 9.1 of the Draft Design-Build Agreement, for which the Design-Builder is contractually obligated to perform the Preliminary Services, Component 1 services. The Preliminary Services, Component 1 costs shall be based upon Exhibit A (Scope of Preliminary Services) of the Draft Design-Build Agreement.

#### *Design-Builder’s Fee Percentage*

The Respondent shall complete the following Cost Proposal form, which is included in Appendix B (Submission Forms) of this RFP, and include within the Respondent’s Cost Proposal:

- Form 2 – Design-Builder’s Fee Percentage

The Design-Builder’s Fee Percentage shall be the value that is assigned to the term “Design-Builder’s Fee” in the Design-Build Agreement if the Respondent is selected as the Design-Builder.

### *Estimated Project Cost*

The Respondent shall complete the following Cost Proposal forms, which are included in Attachment C (Submission Forms) of this RFP, and include within the Respondent's Cost Proposal:

- Form 3 – Estimated Project Cost
- Form 3A – Estimated Preliminary Services, Component 2 Costs
- Form 3B – Estimated General Conditions Costs

The Estimated Project Cost shall be the amount for which Respondent proposes to perform the Preliminary Services and Final Design and Construction (including any GMPs, fixed price or lump sum amendments for any Early Work Package), based upon: (a) its Conceptual Design; and (b) Design-Builder's scope of services for Preliminary Services and Final Design and Construction, as defined by the Draft Design-Build Agreement.

The Estimated Preliminary Services, Component 2 Costs shall be the amount for which the Respondent proposes to perform Preliminary Services, Component 2 services, based upon: (a) its Conceptual Design; and (b) Exhibit A (Scope of Preliminary Services) of the Draft Design-Build Agreement.

The Estimated General Conditions Costs shall be the amount of General Conditions costs for which Respondent proposes to perform Final Design and Construction services based upon: (a) its Conceptual Design; and (b) Design-Builder's scope of services for Final Design and Construction, as defined by the Draft Design-Build Agreement; and (c) the allowable cost requirements defined by the Draft Design-Build Agreement.

For the Respondent that is awarded the Design-Build Agreement, the Estimated Project Costs (including the Estimated Preliminary Services, Component 2 Costs and the Estimated General Conditions Costs) provided by that Respondent as part of its Cost Proposal shall serve as the basis for future negotiations by the Respondent, with the City in executing contract amendments.

### **5.3.14 Part 8 – Proposed Modifications to Draft Design-Build Agreement**

If Respondent has specific provisions of the Draft Design-Build Agreement that it would like to modify during the negotiations contemplated by Section 6.2, it shall identify such provisions on Cost Proposal Form 5, Proposed Modifications to Draft Design-Build Agreement. This will not be used to score the Design-Builder's proposal.

## Section 6 Proposal Evaluation

### 6.1 Delegation of Authority

By Ordinance 2015-0139 and pursuant to Section 2269.053 of the Texas Government Code, the City has delegated its authority under the Enabling Law to the Director of the Department of Public Works & Engineering and the City Attorney with respect to all actions required by the Enabling Law except the approval of the Design-Build Agreement and issuance of the notice to proceed. Pursuant to this delegation, the Director of the Public Works & Engineering Department is authorized to appoint an Evaluation Committee composed of City employees to evaluate the SOQs and Proposals.

By Ordinance 2015-0139 and pursuant to Section 2269.053 of the Texas Government Code and the Second Supplements, the City has further delegated certain of its authority under the Enabling Law to the Authorities and the four individuals appointed as Selection Reviewers, one of whom will be selected by each Authority. This delegation to the Authorities is limited to the appointment of the Selection Reviewers and to employment of the Consensus Process for voting on any resulting contracts, as provided in the Second Supplements.

### 6.2 General Evaluation Procedure

The City will appoint a committee (Evaluation Committee) to evaluate submitted Technical Proposals. Copies of Technical Proposals will be distributed to the Evaluation Committee members for scoring purposes. The Evaluation Committee will evaluate each responsive Technical Proposal, with such evaluation being based upon the factors and scoring set forth in Section 5 and Section 6 of this RFP. The responsive Proposals will be reviewed and evaluated by the Evaluation Committee (with assistance provided by outside advisors if desired by City) according to the requirements and criteria outlined in this RFP.

The Cost Proposals will be opened in confidence by the City's Point of Contact, and will be scored only after the Technical Proposals have been scored by the Evaluation Committee.

During the Proposal evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration. Respondent is responsible for the accuracy of its Proposal. Discrepancies between words and figures will be resolved in favor of the words.

In general, the selection process will consist of the following:

- City will open the Technical Proposals. Cost Proposals will remain sealed.
- City will review the Technical Proposals (with assistance provided by PATC and others that the City may designate if desired by City) to determine if Responsiveness Requirements are met.



## City of Houston, Texas

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- For those Technical Proposals that meet the Responsiveness Requirements, the Technical Proposals will be reviewed by the Evaluation Committee (with assistance provided by PATC and others that the City may designate if desired by City).
- Interviews will be conducted, with Respondents being given instructions by the City as to the format and logistics of such interviews. The City anticipates that interviews will be held at 611 Walker Street, Houston, Texas 77002.
- After all interviews are complete, the final scores for the Technical Proposals will be compiled.
- After the City receives all final Technical Proposal scores, the Cost Proposals will be opened and the scores will be calculated by the City and added to the previously determined Technical Proposal scores.
- Proposals and corresponding Respondents will be ranked based upon the Proposal scores.
- Prior to award of the Design-Build Agreement, the rankings and selected Respondent will be posted electronically on [www.NEWPPExpansion.houstontx.org](http://www.NEWPPExpansion.houstontx.org) for viewing by all Respondents. Technical and Cost Proposals received from Respondents will not be returned to the Respondents unless otherwise required by Section 2269.364 of the Enabling Law. Not later than the seventh day after the award of the Design-Build Agreement, the basis of the City's selection of the Design-Builder and the evaluation of the Proposals and SOQs will be made public.
- The City shall attempt to negotiate the terms of the final Design-Build Agreement with the highest-ranked Respondent. If the City and the highest-ranked Respondent are unable to negotiate the final terms of the Design-Build Agreement, the City shall negotiate with each next-highest ranked Respondent until it has successfully negotiated the final terms of the Design-Build Agreement or has made an unsuccessful attempt with each Respondent. Before beginning negotiations with a lower-ranked Respondent, the City shall formally and in writing end negotiations with the higher-ranked Respondent.
- Once the final terms of the Design-Build Agreement have been negotiated, the negotiated Design-Build Agreement will be submitted to the Consensus Process, as provided by the Second Supplements. If the negotiated Design-Build Agreement passes the Consensus Process, it will be presented to City Council and recommended for approval. If a negotiated Design-Build Agreement fails to pass the Consensus Process or receive approval from City Council, the City shall resume negotiations with the Respondent that is the subject of the Design-Build Agreement that failed to receive final approval, and attempt to agree on revised terms of the Design-Build Agreement for re-submittal to the Consensus Process and the City Council. If those negotiations are unsuccessful, the City shall begin the negotiation and approval process with each next-highest ranked Respondent until a Design-Build Agreement has been executed or there are no remaining Respondents with whom to negotiate.



### 6.3 Responsiveness

Each Proposal will be reviewed to determine whether it meets the Responsiveness Requirements outlined in this subsection. Failure to comply with the requirements of this RFP, or the previously issued RFQ, may result in disqualification of a Respondent or a Proposal being rejected as nonresponsive. At its sole discretion, the Evaluation Committee may request clarification or additional information to address any questions that may arise regarding a Respondent meeting the Responsiveness Requirements. Any Proposal that does not satisfy the Responsiveness Requirements shall be deemed non-responsive. The Responsiveness Requirements include the following:

- **Compliance with RFP.** Respondent must comply with all terms and conditions of this RFP, including, without limitation, the requirement to provide fully completed and executed compliance and submittal forms included in Attachment C (Submission Forms) with all supporting documentation.
- **Other Team Members.** Respondents must provide a copy of a one-page letter from each Other Team Member, not previously identified in Respondent's SOQ, proposed in the Respondent's Proposal indicating that firm's desire to be included and indicating a general statement of the scope of services that the Other Team Member will perform if the Respondent is selected.
- **Bonding Capacity.** Respondent shall provide a notarized letter(s) from its surety (or sureties) verifying the Respondent has a minimum bonding capacity of **\$1.167 billion** available for this Project as required in Section 5.3.8 of this RFP.
- **Aggregate Net Worth Requirement.** The aggregate net worth of the Lead Member(s) is no less than \$100 million.

### 6.4 Evaluation Criteria Scoring

The City will evaluate and rank the responsive Proposals by applying the weighted evaluation criteria set forth below to determine the Successful Respondent. The total number of points that will be used in evaluating all of the factors for this Proposal is one hundred (100), allocated as illustrated in the following table.

<b>EVALUATION CRITERIA SCORING TABLE</b>	
<b>Criterion</b>	<b>Maximum Possible Points</b>
<b>TECHNICAL PROPOSAL</b>	<b>85</b>
<b>Part 1 – Past Performance and Key Personnel</b>	10
<b>Part 2 – Project Approach</b>	20
<b>Part 3 – Conceptual Engineering Design</b>	17
<b>Part 4 – Operations and Maintenance</b>	20
<b>Part 5 – Anticipated Problems and Proposed Solutions</b>	10
<b>Part 6 – Ability to Meet Schedules</b>	8
<b>COST PROPOSAL</b>	<b>15</b>
<b>Part 7 – Cost Proposal</b>	
<i>Preliminary Services, Component 1 Costs</i>	7
<i>Design-Builder's Fee Percentage</i>	5
<i>Estimated Project Cost</i>	3
<b>Total Possible Score</b>	<b>100</b>

## 6.5 Technical Proposal Evaluation Criteria

The Technical Proposal Evaluation Criteria are intended to allow the City to evaluate specific aspects of a Respondent's project management and technical approach to the Project. The Evaluation Criteria are described as set forth below. Sub-factors for the Evaluation Criteria will not be separately scored. The scoring of the Evaluation Criteria will be based upon the rating set forth in the EVALUATION CRITERIA SCORING TABLE in Section 6.4 of this RFP.

1. **Past Performance and Key Personnel** – *Demonstrated experience that the Respondent's Project Team has the ability to successfully complete the design, construction, startup, commissioning, and performance testing of the Project.*

Respondents will be evaluated on the experience of the members of Respondent's Project Team, including their individual and collective performance history and experience on previous or current projects of similar complexity, challenges, and functionality as the Project, based on the information submitted by Respondent pursuant to Section 5.3.2 of this RFP, and any additional information that City has received by conducting an independent investigation of such information (e.g., contacting project references, visiting referenced facilities, accessing public information, contacting independent parties, or any other means).

2. **Project Approach** - *Demonstration that the Respondent's project approach is appropriate for the design, construction, startup, commissioning, and performance testing of the Project.*

Respondents will be evaluated on the quality, value, innovation and effectiveness of the information submitted by Respondent pursuant to Section 5.3.3 of this RFP.

**3. Conceptual Engineering Design – *Demonstration that the Respondent's Conceptual Engineering Design meets or exceeds the requirements and objectives of the Project.***

Respondents will be evaluated on the Respondent's: (a) approach to meeting/exceeding the scope of services and requirements as represented in this RFP, the Design Criteria Package, and the Draft Design-Build Agreement; (b) technical approach for producing treated water meeting City's treated water quality goals over the full range of raw water quality conditions; (c) incorporation of innovative ideas and cost savings measures; and (d) approach to satisfying permitting and regulatory requirements. This evaluation will be based upon the information submitted by Respondent pursuant to Section 5.3.4 of this RFP.

**4. Operations and Maintenance – *Demonstration that the Respondent's Conceptual Engineering Design represents facilities that are conducive to long-term and cost effective operations and maintenance.***

Respondents will be evaluated on the quality, value, innovation and effectiveness of the information submitted by Respondent pursuant to Section 5.3.5 of this RFP.

**5. Anticipated Problems and Proposed Solutions. *Demonstration that the Respondent's has reasonable and effective solutions to anticipated problems.***

Respondents will be evaluated on demonstrating creative, reasonable, and effective solutions to anticipated problems identified in Section 5.3.6 of this RFP, and others that may be identified by the Respondent, which evaluation will be based on the information submitted by Respondent pursuant to Section 5.3.6 of this RFP.

**6. Ability to Meet Schedules – *Demonstration that the Respondent can meet the Project schedule and that the Respondent has efficient and effective means in place to manage the progress of the Project.***

Respondents will be evaluated on the quality, value, innovation and effectiveness of the information submitted by Respondent pursuant to Section 5.3.7 of this RFP for each of the following sub-factors:

- a. Demonstration that the Project schedule can be met, and that design and construction sequencing is logical.
- b. Identification of means to manage schedule and address schedule concerns.
- c. Creative scheduling-related concepts that it believes would benefit the Project, including those areas identified by the City in Section 5.3.7 of this RFP.

## **6.6 Cost Proposal Evaluation Criteria**

The City will validate for completeness and mathematical correctness all completed Cost Proposal forms provided by the Respondent to determine responsiveness. Each of the three Cost Proposal sub-criterion will be scored in the following manner:

1. The Cost Proposal with the lowest numeric value for that sub-criterion will receive the maximum allowable points for that sub-criterion.
2. The sub-criterion scores for the remaining Cost Proposals will be calculated based on the product of: (a) the ratio of the lowest numeric value for that sub-criterion divided by the numeric value for that sub-criterion as set forth in the applicable Cost Proposal; and (b) the maximum allowable points (i.e., the points awarded for the lowest numeric value) for the sub-criterion, with such product rounded to the nearest one tenth of a point.

## **Section 7 Miscellaneous**

### **7.1 Conflict of Interest**

Chapter 176 of the Texas Local Government Code and Chapter 1 of the City of Houston Procurement Manual require vendors to disclose any “conflicts” they may have with elected officials, such as the Mayor and Council Members. The law applies to all vendors, meaning any person who seeks to enter into a contract with the City, and agents of the vendor. The law does not impose a prohibition against doing business with the City; instead, it requires disclosure of relationships the vendor may have with elected officials, as identified above. A vendor must disclose if the vendor has an employment or business relationship with an elected official that results in the elected official receiving more than \$2,500 in the preceding twelve months or has given an official or an official’s family member one or more gifts totaling more than \$250 in the preceding twelve months. Consistent with the above, all Respondents must file the Conflict Disclosure questionnaire set forth in Section 5.3.8 of this RFP.

### **7.2 City Contractor’s Pay or Play Program**

The Draft Design-Build Agreement incorporates the requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7. This provision requires certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. All Respondents must have complete the “Pay or Play” Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program, as indicated in Section 5.3.8 of this RFP.

### **7.3 City Contractor Ownership Disclosure Ordinance**

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City or any governmental entity prior to entering into contracts. Therefore, all Respondents must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts and complete the “Affidavit of Ownership or Control”, as indicated in Section 5.3.8 of this RFP.

### **7.4 City of Houston Fair Campaign Ordinance**

The City of Houston Fair Campaign Ordinance, Houston Code of Ordinances Chapter 18, makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. The Respondent must submit the Fair Campaign Disclosure form, as indicated in Section 5.3.8 of this RFP.

## **7.5 Drug Detection and Deterrence Procedures for Contractors**

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. The City's drug policy requirements can be found at the following location:

<http://edocs.publicworks.houstontx.gov/engineering-and-construction/forms/drug-policy-guidance.html>.

Pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, the Successful Respondent must certify to its compliance with this policy, as indicated in Section 5.3.8 of this RFP.

## **7.6 Obligation to Keep Project Team Intact**

Respondents are advised that the entirety of the Project Team shall remain intact for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change during the procurement process, it must be submitted in accordance with Section 4.2 of this RFP. The City, in its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration. The Design-Builder may not make changes to its Project Team entities for any other circumstances than as stated in Section 2269.3615(b) of the Enabling Law.

## **7.7 Equal Opportunity/Affirmative Action**

The City is an equal opportunity/affirmative action employer. Pursuant to Executive Order 11246 as amended, Respondents are advised that under the provisions of government contracting, Contractors and Subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

## **7.8 Respondent Affirmation**

By submitting a Proposal, the Respondent affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Respondent has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Respondent has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Respondent has not sought by collusion to obtain any advantage over other persons or over the City.

## **7.9 Respondent Proposal Development Costs**

Except as provided for in Section 4.16 of this RFP, neither the City nor its representative(s) shall be liable for any costs or expenses incurred by the Respondents in connection with preparation of a Proposal in response to this RFP or any other activities included as part of the procurement process. Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that neither the Respondent, nor any Respondent team member, can make any claim whatsoever for reimbursement from the City or from any of its employees,

representatives, advisors or consultants for the costs and expenses associated with the process, including, without limitation, the costs of preparation of materials and submittals, loss of anticipated profits, loss of opportunity or any other loss, cost or expense.

### **7.10 Assumption of Risks**

In accordance with Section 2269.363 of the Enabling Law, the risk allocation for the following conditions or events will be provided in the Draft Design-Build Agreement: (a) unknown or differing site conditions, (b) responsibility for regulatory permitting, and (c) natural disasters and other force majeure events.

### **7.11 Applicable Laws and Courts**

This RFP, and any resulting agreements shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought only in the courts of Harris County, Texas.

### **7.12 Protests**

A protest shall be handled according to the City of Houston Procurement Manual.



## Attachment A

### Definition of Terms

The definitions of some of the capitalized terms used in this RFP are presented below:

**Addendum or Addenda** – Documentation provided by the City to Respondents to modify, add to, or clarify the RFP.

**Authorities** - The North Harris County Regional Water Authority, the Central Harris County Regional Water Authority, the West Harris County Regional Water Authority, and the North Fort Bend Water Authority, each a party to a Second Supplement with the City.

**City** – The City of Houston, TX.

**City Contact** – Mr. Jeffrey Benjamin, P.E., Project Director, Department of Public Works and Engineering.

**Design-Build Agreement** – The entire agreement between the City and the Design-Builder, including all amendments, which will establish the terms and conditions for the performance of the design-build services for the Project.

**Design-Builder** – The entity that will enter into the Design-Build Agreement, and any amendments to such agreement, with the City. In accordance with the Enabling Law, the Design-Builder shall also be defined as the “Design-build firm” that “means a partnership, corporation, or other legal entity or team that includes an engineer and a construction contractor qualified to engage in civil works construction in Texas.”

**Design Criteria Package** – A set of documents that: (A) provides sufficient information to convey the intent, goals, criteria, and objectives of the civil works project; and (B) permits a design-build firm to: (i) assess the scope of work and the risk involved; and (ii) submit a proposal on the project and which will be prepared in accordance with Section 2269.359 of the Enabling Law and provided to the Respondents.

**Enabling Law** - Chapter 2269, Subchapter H, Subtitle F, Title 10 of the Texas Government Code.

**Early Work Package(s)** - Elements of the Project that, for schedule, cost savings, and/or other reasons beneficial to the City, will be contracted for and constructed prior to the execution of the GMP Amendment.

**Evaluation Criteria** – The criteria for the comparative evaluation of responsive Proposals set forth in Section 6 of this RFP.

**GMP Amendment** – An amendment to the Design-Build Agreement that will establish the guaranteed maximum price (GMP) for the performance of the Final Design and Construction services.

**Key Personnel** – For the purposes of this RFP, the following individuals identified in the Proposal: Project Executive, Project Manager, Construction Manager(s), Design Manager(s), Quality Control/Assurance Manager, Start-up/Commissioning Manager, and Health & Safety Manager.

## City of Houston, Texas

---

**Lead Contractor(s)** – The member(s) of the Project Team having primary responsibility for construction services for the Project. No more than two (2) Lead Contractor(s) per Project Team.

**Lead Designer(s)** – The member(s) of the Project Team having primary responsibility for design services for the Project. No more than two (2) Lead Designer(s) per Project Team.

**Lead Member(s)** – A member of the Project Team that is: (a) if Respondent is a consortium, partnership or any other form of joint venture, each member of the consortium, partnership or joint venture; (b) if Respondent is or will be a special purpose limited liability entity formed for this Project, each member or owner of such entity; or (c) if Respondent is a corporation, the Respondent. For the avoidance of doubt, a Lead Member can be a Lead Designer or a Lead Contractor.

**Minority, Women, and Small Business Enterprise (MWSBE)** - A minority, female, or small business that meets the requirements of Article V of Chapter 15 of the Houston Code of Ordinances.

**Other Team Members** – Members of the Project Team other than the Lead Contractor(s), Lead Designer(s), and Lead Member(s).

**Professional Engineering and Contractor Licenses** – Licenses required in the State of Texas to practice engineering and construction for the purposes of completing the Project.

**Project** – Northeast Water Purification Plant Expansion.

**Project Advisor/Technical Consultant (PATC)** – A third party consultant contracted to the City and its subconsultants.

**Project Reference Documents** – The documents listed in Attachment B (Project Reference Documents) and described in Section 1.5 of this RFP.

**Project Team** – For each Respondent, the entities and persons identified in the Proposal as the Respondent; the Lead Member(s), Lead Contractor(s), Lead Designer(s), the Other Team Members, and the Key Personnel.

**Proposal** – Respondents' response to the RFP issued by City, which shall consist of a technical proposal and cost proposal.

**Proposal Submittal Deadline** – The date set forth in Section 4.2 of this RFP.

**PWE Website** – The website identified in Section 1.9 of this RFP.

**Request for Proposals (RFP)** – This document.

**Request for Qualifications (RFQ)** – The document previously issued on March 20, 2015.

**Respondent** – The entity responding to this RFP by submitting the Proposal; and that, if selected by the City pursuant to this RFP, will enter into the Design-Build Agreement as the Design-Builder.

## City of Houston, Texas

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**Responsiveness Requirements** – The requirements set forth in Subsection 6.3 of this RFP that, at a minimum, must be satisfied (or waived by the City) in order for the Proposal to be evaluated and ranked according to the Evaluation Criteria.

**Review Comment Log** – The log set forth in Attachment C.

**Second Supplements** – The four agreements entitled “Second Supplement to Water Supply Contract” between the City and each Authority.

**Shortlist** – A limited list of Respondents selected by the City to compete in the RFP process.

**Successful Respondent** – The Respondent with the highest total Proposal score that will be offered the opportunity to serve as the Design-Builder and negotiate the Design-Build Agreement for the Project.

## Attachment B

### Project Reference Documents

The following Project Reference documents are provided:

- Drawings
- Figure 1- Location and Vicinity Maps
- Figure 2 - Overall Site Plan
- Figure 3- Intake Area Site Plan
- Figure 4 - Treatment Facility Site Plan
- Report No. 1 – Concept Planning Report
- Report No. 2 – 2012 Plant Shutdowns and Responses Report
- Report No. 3 – Upgrades and Expansion Report:
- Volume I – Existing Facility Audit
- Volume II – NEWPP Expansion
- Volume III – Appendices
- Volume IV – Existing Facility Condition Assessment Information
- Second Supplements:
- Water Supply Contract Second Supplement\_City & CHCRWA
- Water Supply Contract Second Supplement\_City & NFBWA
- Water Supply Contract Second Supplement\_City & NHCRWA
- Water Supply Contract Second Supplement\_City & WHCRWA

The above documents can be obtained by Respondents from the PWE Website [www.NEWPPExpansion.houstontx.gov](http://www.NEWPPExpansion.houstontx.gov).

Respondents should contact the City per Section 4.2 of this RFP if there is any issue or difficulty obtaining these documents from the website.

## Attachment C

### Submission Forms

#### C.1 - Forms for Affirmation of Compliance

- Transmittal Letter Form
- Stipend Acceptance Form

#### C.2 – Cost Proposal Forms

- Form 1 – Preliminary Services, Component 1 Costs
- Form 2 – Design-Builder’s Fee Percentage
- Form 3 – Estimated Project Costs
  - Form 3A – Estimated Preliminary Services, Component 2 Costs
  - Form 3B – Estimated General Conditions Costs

#### C.3 – Comment Forms

- Form 4 – Comments/Requests for Clarification on RFP
- Form 5 – Comments on Draft Design-Build Agreement

#### C.4 – Additional Forms

- Form 6 – Subcontractors and Suppliers
- Form 7 – Financial Data Form

**TRANSMITTAL LETTER FORM  
CITY OF HOUSTON, TEXAS  
RFP #DB15-01**

(To be typed on Proposer's Letterhead)

[Date]

City of Houston  
Attn: Mr. Jeffrey Benjamin, Project Director  
**Department of Public Works and Engineering**  
**611 Walker, 19th Floor**  
**Houston, Texas 77002**

Re: NEWPP Expansion Design-Build Project

\_\_\_\_\_ a [INSERT STATE] [INSERT TYPE OF ENTITY]  
(the "Respondent") hereby submits its Proposal in response to the Request for Proposals (RFP) for the Northeast Water Purification Plant (NEWPP) Expansion Design-Build Project (Project) issued by the City of Houston, Texas (the "City") on April 29, 2015, as amended.

As a duly authorized representative of the Respondent, I hereby certify, represent, and warrant, on behalf of the Respondent team, as follows in connection with the Proposal:

The Respondent acknowledges receipt of the RFP and the following addenda:

No. _____	Date _____
_____	_____
_____	_____
_____	_____
_____	_____

The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Respondent. Attachment 1 to this Transmittal Letter is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Respondent.

The Respondent has completely reviewed and understands and agrees to be bound by the requirements of the RFP, including all addenda thereto.

All information and statements contained in the Proposal are current, correct, and complete, and are made with full knowledge that the City will rely on such information and statements in determining whether the Respondent will proceed to the next phase of the procurement.

The Proposal has been prepared and is submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the services contemplated by the RFP.

Neither the Respondent, nor any Respondent team member is currently suspended or debarred from doing business with any governmental entity.

The Respondent has reviewed all of the engagements and pending engagements of the Respondent, and no potential exists for any conflict of interest or unfair advantage.

Respondent confirms that all Key Personnel as represented in the Proposal will remain as part of the Respondent's team (Project Team), in their represented roles, for the duration of the Project except as provided by Section 2269.3515(b) of the Enabling Law.

Respondent certifies that each engineer selected and designated in the Proposal was based upon demonstrated competence and qualifications, in the manner provided by Section 2254.004 of the Texas Government Code.

Respondent confirms that all information provided in our SOQ previously submitted to the City for the NEWPP Expansion Project in response to Sections 5.3.4 and 5.3.5 of the RFQ has not changed, and is valid, true and accurate; and confirms that all Key Personnel as represented in our SOQ and in our Technical Proposal will remain as part of the Project Team, in their represented roles, for the duration of the Project.

The principal contact person who will serve as the interface between the City and the Respondent for all communications is:

Principal Contact: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE / FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



The key technical and legal representatives available to provide timely response to written inquiries submitted, and to attend meetings requested by the City, are:

Technical Representative: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE / FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Legal Representative: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE / FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

The federal and state tax identification numbers of the Respondent are \_\_\_\_\_  
and \_\_\_\_\_, respectively.

The Respondent hereby certifies that it has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

There is no action, suit or proceeding, at law or in equity, before any court or similar governmental body, against the Respondent, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the ability of the proposed Respondent to perform their respective obligations under the Design-Build Agreement, as applicable, or the other transactions contemplated hereby, or which, in any way, would have a materially adverse effect on the validity or enforceability of the obligations proposed to be undertaken by the Respondent, or any agreement or instrument entered into by the Respondent in connection with the transactions contemplated hereby.

The Respondent has completed all Submittal Forms and such Submittal Forms are a part of this Proposal.

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Designated Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Requirements for execution of the Transmittal Letter Form are set forth in Section 5.3.1 of the RFP. If the signatory is a corporation, the Transmittal Letter Form shall be in the corporate name by the president or other corporate officer with authority to bind the corporation, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached.*

*If the signatory is a limited partnership or a limited liability company, the Transmittal Letter shall be executed by the managing partner(s) or managing member thereof, and such entity shall also submit proof of authority to so execute the Proposal, in a form satisfactory to the City. Any partner or member that is a corporation shall follow the requirements for execution by a corporation, as set forth above.*

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_ City of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared \_\_\_\_\_,  
personally known to me to be the person described in and who executed this \_\_\_\_\_ and  
acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein  
described.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written  
above.

\_\_\_\_\_

(seal)

Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
(Name printed)

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**Attachment 1 to Transmittal Letter**

**CERTIFICATE OF AUTHORIZATION\***

I, \_\_\_\_\_, a \_\_\_\_\_ resident of the State of \_\_\_\_\_, DO HEREBY CERTIFY that I am the Clerk/Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of \_\_\_\_\_; that I have custody of the records of the corporation; and that as of the date of this certification, \_\_\_\_\_ holds the title of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals (RFP) for the \_\_\_\_\_ (Project), issued by the \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 2015, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(Affix Seal Here)

\_\_\_\_\_  
Clerk/Secretary

*\* **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Respondents shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

### STIPEND ACCEPTANCE FORM

In accordance with Texas Government Code Section 2269.364 and contingent upon execution of the Design-Build Agreement by City Council, the City hereby offers the Respondent a stipend, equal to one-half of one percent (0.5%) of the Contract Amount (Stipend). The "Contract Amount" is defined in Section 4.16 of the RFP and is the maximum contract amount specified in the Design-Build Agreement entered into between the City and the selected Design-Builder for the Preliminary Services, Component I Costs, as described in Section 5.3.13 of the RFP. The Contract Amount does not include funds allocated in later amendments for Works after Preliminary Services, Component 1.

The Respondent shall submit this form, completed or blank, with the Respondent's proposal.

By completing this form, the Respondent agrees to accept the City's offer of the Stipend and acknowledges and waives any objection to the calculation of the Contract Amount as specified above. If the Respondent submits a responsive proposal, is not selected as the Design-Builder, and agrees to accept the Stipend, the City shall have the right to keep the Respondent's proposal and use any work product including all techniques, methods, processes, and information in the Respondent's proposal to the fullest extent permitted by Texas Government Code Section 2269.364. However, the City's right of use of such work product does not confer any liability onto the Respondent. The City shall pay the Stipend within 60 days of approval of the Design-Build Agreement.

If the Respondent submits this form unsigned with the Respondent's proposal, then the Respondent shall not be entitled to the Stipend and the City shall treat the Respondent's proposal as confidential. If this form is left unsigned, the City shall return the Respondent's proposal as required by Texas Government Code Chapter 2269. Unless the Respondent agrees to accept the Stipend, the City shall not use any unique or non-ordinary design element, technique, method, or process proposed by the Respondent.

**By signing below, the signatory is acknowledging that the signatory has the authority to bind the Respondent and is accepting the City's offer of the Stipend.**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**FORM 1 – PRELIMINARY SERVICES, COMPONENT 1**

<b><u>Task</u></b>	<b><u>Cost (\$)</u></b>
Task A.1.01: Project Coordination and Management, Component 1 portion	\$
Task A.1.02: Cost Modeling & Development, Component 1 portion	\$
Task A1.03.A: Project Review	\$
Task A1.03.B: Pilot Phase Integration	\$
Task A1.03.C: Geotechnical Investigations	\$
Task A1.03.D: Site Surveying	\$
Task A.1.03.E: Concept Refinement	\$
Task A.03.F: Constructability & VE Review	\$
Task A1.03.G: Permitting	\$
Task A1.03.H: Basis of Design Development	\$
Collaboration Center Costs – Component 1 duration	\$
<b>TOTAL PRELIMINARY SERVICES, COMPONENT 1 COSTS</b>	<b>\$</b>

**Notes:**

1. Respondent shall provide supporting rationale for its proposed compensation (i.e., staffing matrix, anticipated hours, billing rates and reimbursable costs).

**FORM 2 – DESIGN-BUILDER'S FEE PERCENTAGE**

Design-Builder's Fee Percentage = \_\_\_\_\_%

This percentage shall be applied to the Final Design and Construction Costs (other than costs of performance and payment bonds) and the General Conditions Payment, in accordance with the Design-Build Agreement.



**FORM 3 – ESTIMATED PROJECT COST**

<b><u>Cost Element</u></b>	<b><u>Cost (\$)</u></b>
<b>CONSTRUCTION COSTS</b>	
Item 1a - Division 2	\$
Item 1b - Division 3	\$
Item 1c - Division 4	\$
Item 1d - Division 5	\$
Item 1e - Division 6	\$
Item 1f - Division 7	\$
Item 1g - Division 8	\$
Item 1h - Division 9	\$
Item 1i - Division 10	\$
Item 1j - Division 11	\$
Item 1k - Division 12	\$
Item 1l - Division 13	\$
Item 1m - Division 14	\$
Item 1n- Division 15	\$
Item 1o - Division 16	\$
<i>Item A – Subtotal Construction Costs (Item 1a + 1b + 1c + 1d + 1e + 1f + 1g + 1h + 1i + 1j + 1k + 1l + 1m + 1n + 1o)</i>	\$
<b>PROFESSIONAL SERVICES DURING FINAL DESIGN AND CONSTRUCTION PHASE</b>	
Item 2a - Final Design	\$
Item 2b - Engineering Service During Construction	\$
Item 2c - Design-Builder's Materials Testing During Construction	\$

Item 2d - Other Professional Services During Construction	\$
<i>Item B - Subtotal Professional Services During Design and Construction Phase (Item 2a + 2b + 2c + 2d)</i>	
<b>OTHER DIRECT COSTS</b>	
Item 3 – Estimated General Conditions Costs (INSERT from Form 3B)	\$
Item 4 – Escalation	\$
Item 5 - Start-Up, Commissioning and Acceptance Testing	\$
Item 6 - Insurance Costs	
<i>Item C - Subtotal Other Direct Costs (Item 3 + 4 + 5 + 6)</i>	\$
<i>Item D – Subtotal Direct Costs (Subtotal Construction Costs [Item A] + Subtotal Professional Services During Final Design and Construction Phase [Item B] + Subtotal Other Direct Costs [Item C])</i>	\$
<i>Item E - Design-Builder's Fee Percentage (INSERT Percentage from Form 2 = _____ x Item D)</i>	\$
<b>BOND COSTS (Item F)</b>	
<b>PRELIMINARY SERVICES</b>	
Preliminary Services, Component 1 Costs (INSERT from Form 1)	\$
Estimated Preliminary Services, Component 2 Costs (INSERT from Form 3A)	\$
<i>Item G – Subtotal Preliminary Services</i>	\$
<b>ESTIMATED PROJECT COST (Item D + Item E + Item F + Item G)</b>	\$

1. All categories comprising the Estimated Project Cost are to be based upon December 2015 dollars.
2. Escalation is to be priced as follows: 2.5% compounded annually for 6.5 years, applied to total of Item 1 + Item 2 + Item 3 costs.

**FORM 3A – ESTIMATED PRELIMINARY SERVICES, COMPONENT 2 COSTS**

<b><u>Task</u></b>	<b><u>Cost (\$)</u></b>
Task B.1 – Project Management	\$
Task B.2 – 30 percent Design Development	\$
Task B.3 – 60 percent Design Development	\$
Task B.4 – Cost modeling & GMP Development	\$
Task B.5 – Constructability & VE Review	\$
Collaboration Center Costs – Component 2	\$
<b>TOTAL ESTIMATED PRELIMINARY SERVICES, COMPONENT 2 COSTS</b>	\$

Notes (note numbers correspond to superscripts included in table):

1. Shortlisted Respondent shall provide supporting rationale for its proposed compensation (e.g., staffing matrix, anticipated hours, billing rates and reimbursable costs).
2. Respondents shall fill in their proposed cost values for each task line item. Dollar values entered on this form should be in US dollars as of December 2015.

**FORM 3B –ESTIMATED GENERAL CONDITIONS COSTS**

<b><u>Cost Element</u></b>	<b><u>Number of Cost Elements</u></b>	<b><u>Unit Rate (\$/week)</u></b>	<b><u>Duration (weeks)</u></b>	<b><u>Cost (\$)</u></b>
<b>PROJECT MANAGEMENT</b>				
Project Manager				\$
Project Superintendent				\$
Project Engineer				\$
Scheduling Engineer				\$
Field Engineer				\$
Drafting and Detailing				\$
As-Built Drawings and Specifications				\$
Field Accountant				\$
Time Keeper				\$
Secretarial				\$
Clerk/ Typist				\$
Job Assigned Safety Manager				\$
Jobsite Laborer and Runner				\$
Fringe Benefits for Job Site Staff				\$
Vacation Time for Job Site Staff				\$
Sick Leave for Job Site Staff				\$
Subsistence for Job Site Staff				\$
<b>TEMPORARY FACILITIES</b>				\$
Office Trailers				\$
Storage Trailer & Tool Shed				\$
Office Furniture and Equip				\$
Copy machine and Printer				\$
Postage/UPS/FedEx				\$

## Estimated General Conditions Costs (Sheet 1 of 2)

Project Photographs				\$
Temporary Toilets				\$
Project Sign				\$
Drinking Water/Cooler/Cup				\$
Safety/First Aid Supplies				\$
Fire Fighting Equipment				\$
Security Guards				\$
Watchman Service (Day or Night)				\$
Heating & Cooling Costs				\$
Light Bulbs & Misc. Supplies				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
Other (_____)				\$
<b>ESTIMATED GENERAL CONDITIONS COSTS</b>				\$

**FORM 4 – Respondent's Comments/Request for Clarification on RFP****Name of Entity:** \_\_\_\_\_**Date:** \_\_\_\_\_

<i>Comment No.</i>	<i>Location in RFP (Section, pp.)</i>	<i>Comment; Request for Clarification</i>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Use additional sheets as necessary.

**FORM 5 – Respondent's Comments on the Draft Design-Build Agreement****Name of Entity:** \_\_\_\_\_**Date:** \_\_\_\_\_

<i>Comment No.</i>	<i>Location in Agreement (Section, pp.)</i>	<i>Exception, Addition, or Suggested Change or Modification AND Rationale or Justification</i>	<i>Suggested Alternative Language</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Use additional sheets as necessary.



The following is a list of Subcontractors we propose to engage on the following items of Work for Component 1 of Preliminary Services. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

[illegible]

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
		TOTAL ..... M/WBE PARTICIPATION AMOUNT ..... TOTAL BID AMOUNT .....			\$ ..... \$ ..... % \$ .....

## NOTICE OF INTENT

**THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.**

To: City of Houston

Date: \_\_\_\_\_

Administering Department

Project Name and Number \_\_\_\_\_

Bid Amount: \_\_\_\_\_ M/W/SBE Goal: \_\_\_\_\_

\_\_\_\_\_, agrees to enter into a contractual agreement with  
Prime Contractor

\_\_\_\_\_, who will provide the following goods/services in connection  
MWSBE Subcontractor

with the above-referenced contract: \_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's Office of Business  
(M/W/SBE Subcontractor)

Opportunity to function in the aforementioned capacity.

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
M/W/SBE Subcontractor

Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

\_\_\_\_\_  
Signed (Prime Contractor)

\_\_\_\_\_  
Signed (M/W/SBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. \_\_\_\_\_(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. \_\_\_\_\_(M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

**FORM 7**  
**FINANCIAL DATA FORM**  
**CITY OF HOUSTON, TEXAS**  
**RFQ DB15-01**

**Company Name:** \_\_\_\_\_

**Project Proposed Role:** \_\_\_\_\_

<b>Year:</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>
A. Operating Revenues			
B. Operating Expense (not including Depreciation and Amortization)			
C. Depreciation and Amortization			
D. Operating Income (A-B-C)			
E. Net Income			
F. Total Assets			
G. Current Assets			
H. Total Liabilities			
I. Current Liabilities			
J. Net Worth (Equity) (F-H)			
K. Market Price per Share (as of 12/31)			
L. No. of Outstanding Shares (as of 12/31)			

**Attachment D**

**Design Criteria Package**

**[Provided as an attachment to this RFP]**

**Attachment E**

**Draft Design-Build Agreement**

**[To be furnished by Addendum]**